

The Perfect Conveyancer:

SEVERALL SELECT & CHOICE PRESIDENTS

Such as have not formerly been printed.

Collected by Four several Sages of the Law.

{ EDWARD HENDEN, Knight, late one of the
Barons of the Exchequer.

{ WILLIAM NOY, Attourney Generall to
His late Majestie.

{ ROBERT MASON, sometime Recorder of
London.

{ AND HENRY FLEETWOOD, formerly Rea-
der of *Graves-Inne*.

Wherein are contained many excellent Examples and Instructions
touching the manner and method of *Conveyances*; usefull for all Persons
that are Professors in the Law, and desire to be rightly and judiciously informed.

With an exact *Table* for the Readers more ready recourse
to any the particulars contained therein.

The second Edition, much Corrected and Amended.

A Communi observantia non est recedendum, Magister rerum usum,
1. Instit. Sect. 371:


Brevis via per Exempla, longa per Præcepta, 1. Instit. Sect. 372. & 445.

Touching the great use and benefit of *Presidents*.

LONDON,

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Koper, at the Sun against St. Dunstons Church in Fleetstreet, 1655.





The Epistle to the Reader.

Courteous Reader,

TIs a memorable saying, and no lesse antient, than experimentally true, That there would not be wanting Homers, if there were not wanting Alexanders, (non deessent Homeri, si non deessent Alexandri:). 'Tis honour that nourishes Arts, (honor alit artes) and surely I may without the least guile of flattery confidently affirm, That it was a noble and lawfull emulation, to purchase unto themselves deserved honour, that made these venerable Sages of the Law, by their indefatigable labours, to become so transcendent in knowledge; of which, what the learned Heathen once said of Adams Soul, I may now more justly affirm, that it is divina particula, e divina mente delapia: And sure if there be any study, one more mysteriow than other, the Law will in no kind challenge the second place: How much then they deserve, that have enucleated so grand a mystery? nay more, well remembring (that they were not borne for themselves alone, but for their Countries good) have with no small pains; nay, I may rather justly affirm, with an Herculean labour, brought to light so many rich and unparalell'd gemmes of knowledge, as are here commended to thy publique view; A worke (absit iactantia verborum) no lesse usefull than commendable; it were to light a candle at noone day, to speak in the praise of that which abundantly speaks its own worth; and not to commend the Authors, were to discommend my own judgement, who am a true Lover and willing Student of so noble, so necessary, so deservedly commendable a Science; Jus suum, cuique tribuere, is the end of the Law; and I wish every one might attain that end; what a happy Commonwealth should we then have? learning nor learned Men would not then find so many Enemies, it being an undoubted Maxime, Scientiam, non habere majorem inimicum, præter ignorantem: To

The Epistle to the Reader.

them, I will not commend this work, and to others I need not ; it doeth sufficiently commend its self : As it was written for the weale-Publicques good, so I wish it may publickly be entertained. And thus I silence to speake more, because it doeth highly speak its own worth, all I shall crave from the knowing Reader, is, first to read, then censure. Farewell.

Thine, if thou art a candid Lover of the Law,

R. M.

Barrister of that Honourable Studie.



The Stationer, to the courteous Reader.

THough many Books of this nature, have been, by many deserving Men, (maturely vers'd in the knowledge of the Law) formerly commended to the Presse for the benefit of the Republique ; yet without the least ostentation of this, so industrious, so laborious, so usefull a work, or derogation from others, who have imployed their Talent, to the same end, none, if the opinion of knowing Men, (who had the perusal of this, before it took life from the Presse) doth seem more necessary or usefull for these present times : Here are happy Presidents, selected out of the choicest of former Ages ; and although the Law, be a Labyrinth, yet here is an *Atiadne's* Thred to lead thee out of it ; Buy it freely, 'tis for thy own profit, as well as mine, it being a Golden Library, taken out of the principles of Law, which thou mayest purchase for a reasonable summe of Silver ; not to presse thee, or to oppresse my self ; 'twill counsell thee, without a Counsellours Fee ; 'tis then (if I mistake not) good policy, to lay out some money, upon such terms, as will bring in such gallant usury. Farewell.

T. G.

A Table for the following Book.

A

A N assignment of a statute staple, whereupon execution hath been had, and of all such lands as are thereby extended, with special Covenant. Pag. 57	An assignment of Dower by the heir unto the feme. 190
An assignment of the Moiety of the lands which the Lessee hath, with diverse special Covenants. 77	An assignment of a debt unto &c. 203
An assignment of a Lease. 99	An attornment of the Lessee of the lands conveyed by the Feoffment upon livery and seisin. 219
An assignment of two Leases by an Assignee made of several lands, by several persons. 128	The award of Serjeant Henden made the 28 day of January 1631. between R. A. and I. C. of the Parish of B. in Com. Lanc. 227
An arbitrement. 166	An assignment of tithes in a very good form. 407
An assignment of a Bond by Dred Poll, together with a Letter of Attorney irrevocable, and usual Covenants for the same. 171	An assignment of a lease of lands made by the &c. which were seised for a debt to &c. by obligation, penned by William Noy, Esq; 413
An assignment of an Executorship, with Covenants from the Assignee to save harmless, &c. the Assignor, also a grant of an annuity. 175	An assignment of Letters, Patents for a Water Mill, from &c. and made over for the assurance of a Marriage portion, with other Covenants, penned by Council. 422
An assignment from the Committee, of the body and lands of a Ward. 180	An assignment of divers estates in a very good form, penned by R. Maizon Esq; 460
An acknowledgement of the receipt of certain monies due upon the sale of certain lands, and a release of the same, and of all security taken therefore, and a release of all Covenants in certain Indentures with a general release. 188	An annuity made to the use of the poor people in certain Parishes, penned by Council. 477

B

A Bargain and Sale upon Condition for the payment of a certain sum of

The Table.

- money upon a day by the Render to the Rendee, with warranty against all men, in manner &c. of an usual Indenture of Mortgage. 32
- The Bargainer doth covenant with the Bargainee, that he is seised of an estate in fee in his own right, and that he will free him from all evictions, &c. except from R. &c. and that he will make him further assurance. 36
- A Bond to the Sheriff for appearance in Banco Regis. 54
- A bargain and sale to the &c. of a Prebend, &c. 232
- A bargain and sale of Tithes for three years, penned by William Noy Esquire. 428
- A bargain and sale of some lands, as also a Lease of other, and also a Letter of Attorney irrevocable, for receiving the profits of other lands for satisfaction of debts. 432
- A bargain and sale of a Messuage, with the appurtenances in fee farm, penned by William Noy Esquire, With very good Covenants. 434
- A bargain and sale of a Messuage with the appurtenances in fee farm, with good Covenants in a very good form, penned by Robert Mason Esq; 453
- A bargain and sale of a Barque or ship. 473
- C
- A Covenant that the Bargainer is solely seised of a rightfull estate in fee or fee-tail, the reversion or reversions not to the King. 39
- Covenants that the Bargainer shall make satisfaction for so much of the premises as shall be recovered from the Bargainee. 39
- A Condition of an obligation to perform an award. 50
- A Condition of an obligation for enjoying the lands, mortgaged according to the purport of the Deed, containing also the effect of diverse necessary Covenants. 61
- A Condition for the better enjoying of lands granted by the Deed only, containing the effect of diverse usual Covenants. 68
- A Condition of an Obligation, with the usual Covenants for the better assurance of lands mortgaged. 106
- A Condition of an Obligation to perform Covenants in an Indenture. 107
- A Condition to abide an award for lands in Controversie. 107
- A Condition to abide an award, &c. to stand to the award of an Vmpire 108
- A Condition to save a surety harmless. 109
- A Special Covenant which was in an ordinary Lease contained. 131
- Condition of an Obligation to the Sheriff upon a Replevin. 144
- The Condition of an Obligation to restrain Tenements intailed to be aliened, by fine, recovery, or otherwise. 155
- A Condition that the Obligor was lawfully seised of the premises at the time of granting of the annuity, with other usual Covenants contained in such Grants. 189
- A Condition, that if the Wife survive her 189

The Table.

her Husband, that his Executors shall pay unto the Wife the sum of, &c.	191
A Condition of a Bond for performance of Covenants.	224
A Condition to save a Surety harmless.	226
Another.	227
A Condition of an Obligation to make a Release.	235
Covenants of Marriage very necessary.	277
Special Covenants concerning the same, and other uses to that intent.	288
A Condition that a Churchwarden shall give an account.	474
A Covenant to levy a Fine to settle by way of Intail, with divers Covenants upon Marriage.	509
Covenants for a Fine and Recovery, &c.	543

D.

A Defeazance of a Statute, entred into for performance of Covenants contained in Indentures.	1
An usual Deed of Feoffment, with general warranty.	19
A Deed of Feoffment of a Messuage, Lodge, Garden, Orchard, &c. with general warranty, with Livery upon the Deed of Feoffment, and when it is by Attorney.	30
A Deed of Mortgage, with warranty against the Mortgagor and his heirs only.	59
A Deed of Mortgage; with general warranty.	65
A Deed of Feoffment of the lands be-	

fore mentioned in the Indentures.	91
A Deed of Feoffment of a Parsonage, & Advowson of the Vicaridge there to belonging, with warranty against the Feoffee and his heirs.	95
A Deed of Reteyner of a Chaplein by a Nobleman, according to the Statute.	127
A Deed of Feoffment to uses contained in certain Indentures.	147
A brief Deed of grant and assignmēt of certain goods, chattels, and debts, with a Letter of Attorney therein contained.	169
A Deed of Feoffment of Gavelkind lands by an Infant, according to the Custom.	173
A Deed Poll of revocation of uses, according to a proviso by other Indentures, as also a limitation of new uses.	183
A Deed Poll of receipt of a sum of money, according to a proviso contained in certain Indentures, and an acquittance thereof.	192
A Deed of Gift of Hay, and Corn in Barns, together with the Barns, as also of standing Corn, with the soyl wherupon, &c. and of goods in particular.	192
A Defeazance upon a Statute.	406
A Deed Poll in very good form.	464
A Deed of Covenants to stand seized to uses, according to former articles of agreement upon Marriage, in tail, and for part of a Jointure.	485
A Deed of Covenants to lead the use of a Fine, Feoffment, or Recovery, &c. with special Covenants therein contained.	530

The Table.

A Deed Poll, containing a Feoffment of certain parcels of Land which the Feoffee had inter alia, assured unto him upon a common recovery, with special warranty. 179

F.

A Feoffment in Consideration of Marriage, with general warranty. 69

G.

A Grant of an annuity out of land, with distress, and Covenant to stand seised of the land for non-payment, to the use of the Grantee, with a proviso to determine to the use of the Grantee, with the Annuity, upon payment of a sum in gross. 15

A Grant of an Executorship, and of all such goods and other things as the Executor hath, or ought to have of the Testator by the Executorship or otherwise, in which Grant are divers Covenants. 54

A Grant of an Annuity or yearly rent, with a nomine pœnæ distress for both, and a proviso not to charge the person of the Grantor or his heirs. 64

A Grant of all such goods as belong to one Exec. where are two Executors made, with special Covenants. 70

A Grant of an annuity or yearly rent for lives, with divers good Covenants therein contained for the better enjoying of the Rent. 101

A Grant in Fee-farm, with Warranty against the Feoffor and his heirs, in which Grant a Letter of Attorney is

inserted to give Livery. 104

A Grant of an annuity out of land, with a proviso not to charge the person,

145

A Grant of a rent to others, to the use of the Feoffees for a Joynure before Marriage. 157

A Grant from her Majesty of the wardships of the bodies of Co-heirs. 160

A Grant of a Bayliwick of levying of monies, and power to make Deputies for the doing of the same. 214

A Grant of a rendition, with a proviso to determine it upon payment of money. 222

A Grant by the Stewards of Liberties to certain persons to be their Bailiffs, and to collect all issues, fines, and amerciaments, &c. 231

I.

An Indenture of Bargain and Sale to be inrolled. 2

An Indenture of Covenants upon the above written Indenture of Bargain and Sale, the which is drawn and made by it self, for the avoiding of charges of inrollment. 5

An Indenture of Covenants for the surrender of a Lease, and leaving the possession by a day, according to an Order of the Court of Common-Pleas

12

An Indenture of Covenants to stand seized to uses in consideration of natural affection. 22

An Indenture for sale of woods, with a proviso of redemption. 25

An Indenture of the sale of woods, with Co-

The Table.

<i>Covenants to Coal the said Wood upon the ground.</i>	28	<i>An Indenture for assurance of Lands to charitable uses viz. erection of a school and relief of the poor.</i>	148
<i>An Indenture to lead the use of a Fine of some part of the premises, and to lead the use of a Recovery of the residue, the use of some part of the premises, to be to the Vendee absolutely, and of the residue, but upon condition for the assurance of certain money, hereafter to be paid by the Vendee unto the Vendor.</i>	42	<i>A Jointure made before marriage.</i>	154
<i>An Indenture to lead the use of a Fine and Recovery.</i>	46	<i>An Indenture to lead the use of a Feoffment made by a Woman before marriage, to the use of her, and him that shall be her Husband, with a general Covenant that all assurances shall be to these uses.</i>	158
<i>An Indenture to lead the use of a Fine only.</i>	48	<i>An Indenture of exchange of Lands.</i>	163
<i>An Indenture to lead the use of a Recovery.</i>	48	<i>An Indenture of partition of lands in jointenancy, as also in Copercenary in Gavelkind.</i>	167
<i>An Indenture for the assurance of Lands in marriage, for the Jointure of the Wife, with usual Covenants for the better assurance of the said lands.</i>	51	<i>An Indenture of Grant and Covenant, whereby one may discharge some part of land liable to a rent-charge, and not discharge the residue.</i>	183
<i>An Indenture that the Grantor shall infeoffe another person before the day limited in the Indenture of certain lands, with general warranty to such as shall be limited by the feoffment.</i>	51	<i>An Indenture by Baron and Feme to levy and limit the use of a Fine of the Femes lands.</i>	187
<i>An Indenture of bargain and sale made to the Lessor of the same land, with proviso, that if the Bargainee do not pay a certain sum of money at a day, then the grant to be void.</i>	95	<i>An Indenture of Covenant to lead the use of a Fine, Feoffment, &c. in consideration of natural affection.</i>	165
<i>An Indenture of bargain and sale, and to lead the use of a Fine to be levied.</i>	97	<i>An Indenture to declare the use of a precedent Indenture, with a power of revocation.</i>	201
<i>An Indenture to lead the use of a Feoffment, or other assurance in nature of a Will.</i>	131	<i>An Indenture by a high Sheriff deputing one to be his under Sheriff.</i>	204
<i>An Indenture of Covenants upon a marriage.</i>	139	<i>An Indenture of the Commissioners for the assessing and levying of the subsidy, whereby they make one high collector of many hundreds.</i>	212
		<i>An Indenture to certain in trust to uses herein mentioned.</i>	213
		<i>An Indenture declaring the use of a Fine before levied.</i>	215
		<i>An Indenture to try a Title upon an ejectment</i>	219
		B	An

The Table.

<i>An Indenture of Covenants upon Marriage, with extraordinary Covenants therein contained.</i>	236	<i>An Indenture of Lease for 3 lives, with special Covenants.</i>	336
<i>An Indenture for the levying of a Fine, and to lead the use of a Recovery, with Recoveries for two several annuities.</i>	256	<i>An Indenture of Lease for 3 lives of a tenement, with special covenants.</i>	340
<i>An Indenture of Covenants upon uses for levying of a Fine, and for the perfecting of the estate of the Lessee for years.</i>	261	<i>An Indenture of Lease for the term of 3 years, and after the 3 years from year to year, until one half years warning be given of dislike, with special covenants.</i>	342
<i>An Indent. of revocation of issues, with divers other Covenants to that purpose.</i>	262	<i>An Indenture of Copartnership between 2 Brewers; penned by Council.</i>	346
<i>An Indenture of Covenants of Marriage, and for repayment of Marriage money, if either party die before Marriage, with other special covenants.</i>	273	<i>An Indenture of Copartnership between Pewterers.</i>	356
<i>An Indenture of Covenants upon Marriage, with special covenants.</i>	281	<i>An Indenture of Copartnership between Drapers.</i>	363
<i>A perfect assurance of a Joynture after Marriage had, by way of Coven.</i>	284	<i>An Indenture of Copartnership between 2. of the Art or Profession of Cottenning of Fustians, &c. penned by Will. Noy of Lincolns-Inne Esq;</i>	369
<i>An Indenture of Marriage already agreed upon, with divers special covenants concerning the same, and other uses to that intent.</i>	288	<i>An Indenture of Copartnership between 2 Brewers, penned by William Noy Esq.</i>	373
<i>An Indenture of use for the Cutting off Lands intayled in the right of the Wife, making the same to the use of her Husband for ever.</i>	300	<i>An Indenture of Copartnership about the begging of Letters Patents for setting up of a Beacon, penned by Council.</i>	382
<i>An Indenture of a Lease of a Waterhouse & Engins, penned by Council.</i>	301	<i>An Indenture of Copartnership between Ironmongers, in a very good form, & penned by Wil. Noy, Esq.</i>	385
<i>An Indenture of Covenants in form like a Lease, for the enjoying Lands in reversion.</i>	325	<i>An Indenture of Bargain and Sale, and Copartnership, penned by Will. Noy Esq.</i>	390
<i>An Indenture of Lease with divers special covenants in a very good form.</i>	330	<i>An Indenture of Copartnership, concerning buying and getting up of ships, &c. penned by Council.</i>	394
		<i>An Indenture of Copartnership between Promoters in a very good form.</i>	396
		<i>An Indenture of Bargain and Sale of Mannors, Lands, &c. demised by fourth parts to the Grantee, penned</i>	400

The Table.

ned by William Noy Esq;	401
An Indenture where &c. by Letters, Patents to I. C. of certain lands for term of three lives, and afterwards by another Letter Patent demised the same to I. C. in reversion; now the said I. C. selleth his interest by this Indenture, penned by learned Council.	419
An Indenture of Lease of a house in London, penned by Robert Mason Esq;	442
An Indenture of assignment of an obligation, with a Letter of Attorney for the recovery of the sums of money contained in the said Obligation and condition thereof, penned by R. Mason Esq;	442
An Indenture of assignment of part of a lease of land and other Covenants there incerted, penned by R. Mason Esq;	450
An Indenture of Covenants to levy a Fine, and suffer a Recovery, for increase of a Jointure.	489
An Indenture of Covenants to levy a Fine, for the payment of an Annuity, &c.	502
An Indenture of Covenants to levy a Fine.	507

L

A Lease of lands mortgaged to the Mortgagee.	63
A Letter of Attorney to be contained in a Deed by the delivery of seisin.	66
A Lease of a Messuage with certain lands, woods, and Mines thereto appertaining, and also a power of sub-	

ing upon the said ground, together with power to coal the wood upon the ground.	72
A Lease of a Mansion house, certain lands, &c. with a large exception, and many special Covenants therein contained.	82
A Letter of Attorney irrevocable, for the assignment of a Recognizance acknowledged in Chancery; whereupon judgement is there had (with diverse Covenants therein contained) to the proper use of the Assignee	86
A Letter of Attorney irrevocable, for the assignment of an Obligation to the proper use and behoof of the Assignee.	90
A Lease of an Iron Furnace, Work Hammer, or Iron Mill, containing ordinary Covenants, for the better enjoying of the same	109
A Lease of a Vicaridge.	120
A Letter of Attorney to make Leases and to receive rents and accompts for the profits of lands, making the Grantor Bailiff and Receiver to the Grantor irrevocable for certain years.	125
A Lease to try a title, with direction to execute the same.	164
A Letter of Attorney authorizing to enter into certain lands, and after entry to seal & deliver a Deed subscribed by the Mr. by which those lands are conveyed over.	194
A Letter of Attorney to receive Money upon a Bond.	218
An Indorsement of Livery and seisin by an Attorney.	219
Letters Patents for making an Alien to be a free Denizen.	220

The Table.

A Lease of a Prebend. 234
*A Lease of a house, and for non-payment
of a sum of money at certain days be-
fore mentioned the lease to be void.*

311

*A Lease of a house and goods, with di-
verse necessary and special Covenants
therein contained.* 315

*A Lease of Lands, with a special Provi-
so.* 322

*A Letter of Attorney to enter and to
deliver a deed as Attorney, the same
being first signed and sealed by the
party.* 484

M

*A Mortgage of a house in fee-simple for
indemnification in a very good form,
penned by Robert Mason, Esq;* 466

*The right form of a Mortgage, penned
by R. Mason, Esq.* 470

*A Mortgage at 10 l. in the 100 l. pro
tempore.* 515

O.

*An Obligation conditioned for the re-
lease of an Annuity.* 24

*An Obligation conditioned for the pay-
ment of money.* 30

P.

*The form of a Perpetuity by will, with a
proviso to restrain alienation, &c.* 152

*The Patent whereby Serj. Henden was
made Baron of the Exchequer.* 225

R.

*A Release of Estrepiement, and of arre-
rages of Rent, Actions of Covenant
and debt.* 10

A Release upon a Deed of Feoffment. 20

A general Release. 23

*A Release of right and title to land, as
also of Conditions and titles of en-
tries or re-entries.* 67

A Recognizance. 167

A Release of right to land. 211

A Release of Legacies. 212

A Release of Errors upon a Fine. 194

A Release of a Proviso and Condition.

199

*A particular Release of a Vicarage, and
all claim thereunto, together with a
general release of all actions & suits
whatsoever.* 217

*A Release of Errors upon a judgement
in debt in the Common-pleas.* 222

S

*A Sale and Confirmation of an estate
of a lease of 100 years, to an Assign-
nee of part of the term.* 230

W.

*A Warrant to the Bayliff of a Manor,
for summoning of Tenants to hold a
Court Baron.* 224

*A Warrant to one of the Receivers of
the Revenues of the Dutchy, for the
payment of 5 l. every Term to Sir E.
Henden Knight, one of the Barons
of the Exchequer.* 225

The End of the Table.



A
D E F E A S A N C E
OF A
S T A T V T E,

Entred into for the performance of
Covenants, contained in Indentures:



His *I N D E N T U R E*, made, &c: Between
A. of the Parish of *R.* in the County of *York*
Yeoman, of the one part, and *B.* of *L.* in the
County of *Kent* Gentleman, and *C.* of *S.* in
the County of *Hertford* Clothier, on the o-
ther part, Witnesseeth, that whereas the said
B. and *C.* by their Bond or Recognizance in the nature of a
Statute for the Recovery of Debts made and provided, and ac-
knowledged before Sir *J. P.* Knight, Lord Chief Justice of *Eng-*
land, and bearing date the 17 day of *June* last past, before the
date of these presents, did joyntly and severally become bound
unto the abovenamed *A.* in the summe of, &c. of current *Eng-*
lish mony, to be paid unto the said *A.* his Executors or Assigns,
at or upon the feast of the Nativity of Saint *John Baptist* next
ensuing the date of the said Statute, as by the same more at large
appeareth; Nevertheless it is concluded and agreed between
the said parties, and the said *A.* is well contented and pleased,
and doth for him, his Heirs, Executors, Administrators and As-
signs, covenant and grant, to and with *B.* and *C.* and either of
them, their or either of their Executors, Administrators and
Assigns

Assigns, in manner and form following; That is to say, that if the said *B.* his Heirs, Exccutors and Assigns, shall and do well and truly observe, perform, fulfill and keep, all and singular the Covenants, Grants, Articles and Agreements, which on the part and behalf of him the said *B.* are to be performed, fulfilled, and kept, specified and contained in certain Indentures made between him the said *B.* of the one part, and the above-named *A.* on the other part, bearing date the 10. day of *July* last past before the date of these presents, That then the said Bond, Recognizance and Statute to be utterly void, frustrate, and of none effect, or otherwise to be, and remain in his full force. strength, and vertue.

¶ An Indenture of Bargain and Sale to be inrolled,

THis Indenture made, &c. Between *I. H.* of *B.* in the County of *C.* Yeoman on the one part, and *E. H.* of *R.* in the County of *Middlesex* Esquire, on the other part, Witnesseth, that the said *I. H.* for and in consideration of the summe of 300l. of current English mony, before the enscaling hereof, by the said *E. H.* unto him the said *I. H.* well and truly paid, whereof and wherewith the said *I. H.* doth acknowledge himself to be fully and wholly satisfied and payed, and doth thereof, and of every part and parcel thereof, acquit and discharge the said *E. H.* his Heirs, Exccutors, Administrators and Assigns, and every of them by these presents, Hath given, granted, bargained, and sold, and doth by these presents give, grant, bargain and sell unto the said *E. H.* his Heirs and Assigns, all that his principal Mansion or Messuage, together with all barns, stables and other edifices and buildings whatsoever to the same belonging, or in any wise appertaining, and 2 gardens, 6 acres of Land, 50 acres of Meadow, 50 acres of Pasture, 4 acres of Wood-ground, containing in the whole six score and eighteen acres of land, meadow, pasture, and wood, whether more or lesse, situate, lying, and being in *B.* in the said parish of *B.* in the County of *K.* aforesaid, and

and now in the several tenures & occupations of *I. H. & M. G.* or one of them, their Assignee or Assignees, and the reversion or reversions, remainder and remainders of the same, and of every part and parcel thereof, together with all tenements, rents, commodities, and other hereditaments whatsoever, with their appurtenances, and also all wayes, easements, and all and every other profits or commodities with their appurtenances, to the said Mansion-house or Messuage, or other the said premises, and every, or unto any part or parcel thereof belonging, or together with the same at any time heretofore, or at this present had, occupied, or enjoyed, or reputed, accepted, or taken as part, parcel, or member of the same, or any part thereof. And furthermore, for, and in, and upon the consideration aforesaid, he the said *I. H.* hath given, granted, bargained and sold, and doth by these presents give, grant, bargain and sell, unto the said *I. H.* his Heirs and Assigns, all those his several Mansions, Messuages or lands, with their appurtenances, and all and singular edifices and buildings, to them, or either of them belonging, or in any wise appertaining, in the several tenures and occupations of *O. N. P. R. S. F.* or of their Assignee or Assignees, together with all and singular the lands, tenements, rents, commodities, and other hereditaments, to them, every of them, or any of them belonging, appertaining, or had, used, occupied, or enjoyed with them, or in them, situate, lying and being in *B.* in the said parish of *B.* in the said County of *Kent*, and containing in the whole, by estimation, 30 acres of land, meadow, and pasture; And the reversion or reversions of the said three several Messuages or Tenements, and of all and singular other the premises, and every of them, together with all and singular wayes, easements, and all other profits or commodities whatsoever to them or any of the belonging, or in any wise appertaining, or being, or reputed, or at any time heretofore accepted or taken, to be part, parcel, or member of them or any of them: And also all that the Close of him the said *I. H.* commonly call'd and known by the name of *Hedgess Ham*, with the appurtenances, situate, lying, and being in the said County of *Kent*: And the reversion and reversions, remainder or remainders thereof, and of every part and parcel thereof: And also all and singular his lands, tenements,

C 2

rents,

Bargain and
sale of the
Deeds & Co-
veyances, con-
cerning the
premises.

Proviso, that
if the Bargain-
er, &c. pay
such a sum, at
such a day,
that then the
bargain and
sale shall be
void,

rents, services, commodities, and all other his hereditaments, whatsoever, with all and singular the appurtenances: And the reversion or reversions, remainder or remainders of them and every of them, together with all buildings, easements, profits, & commodities whatsoever to them or any of them belonging, or in any wise appertaining, situate, lying and being in the Town or Hamlet of *B. H. B.* or else wheresoever in the said County of *K.* And furthermore, the said *I. H.* for and upon consideration aforesaid, hath given, granted, bargained and sold, and doth by these presents, for him, his Heirs and Assigns, give, grant, bargain and sell unto the said *E. H.* his Heirs and Assigns, all and singular Deeds, Charters, Escripts, Fines, Exemplifications of Fine or Fines, Exemplifications of Recovery or Recoveries, and all other writings whatsoever, being, or in any sort concerning the said premises above specified by these presents given, granted, bargained and sold, or meant or intended to be by the same given, granted, bargained and sold, or any part or parcel thereof, the which I the said *I. H.* or any other party by his consent or appointment, hath in his or their hands, custody and possession, To have and to hold the said Messuage or Tenement, the said 20 acres of Land, 50 acres of Meadow, 50 acres of Pasture, 4 acres of Wood-ground, and also the 30 acres of Land, Meadow, and Pasture to three of the Messuages or Lands belonging, and also one close called *H.* and all and singular other the premises whatsoever, with all and every their appurtenances, unto the said *E. H.* his Heirs and Assigns for ever: Provided alwaies, and upon condition, that if the above-named *I. H.* his Heirs, Executors, Administrators and Assigns, do content, satisfie and pay, or cause to be well and truly satisfied, contented and paid, unto the said *E. H.* his Heirs and Assigns, at or upon the 20 day of *Octob.* which shal be next and immediatly ensuing the date hereof, at or in the South porch of the Parish Church of *Rolven-den* in the said County of *Kent*, the just and intire summe of 300 and 50l. of current English mony, that then, and from thenceforth this present gift, grant, bargain and sale, and every clause, article and agreement therein specified, shall be utterly void, frustrate, and of none effect, any thing before specified unto the contrary in any wise notwithstanding: And it is further

cove-

covenanted, granted, conditioned, concluded and agreed upon between the said parties, That all and singular Fine and Fines levied or to be levied, Feoffment or Feoffments, and all and every other covenants, conveyances or assurances whatsoever by the said *I. H.* his Heirs and Assigns made, or to be made, shall be to the only uses, intents and purposes, and under the condition in this present Indenture specified and contained, and to no other use, intent or purpose whatsoever. In *Witness* whereof, the parties above-named, to these present Indentures, their hands and Seals interchangeably have put, the day and year first above-written,

Covenants, that all conveyances made, or to be made, shall be to the uses, & under the condition, in this Indenture specified, and to no other use or purpose whatsoever.

¶ An Indenture of Covenants upon the above-written Indenture of Bargain and Sale: the which is drawn and made by it self for the avoiding of the charges of Inrollment.

THIS *INDENTURE* made, &c. Between *I. H.* of *B.* in the Parish of *B.* in the County of *T.* Yeoman, on the one part, and *E. H.* of *R.* in the County of *K.* Gentleman, on the other part, *Witnesseth*, that whereas the said *I. H.* by his Indenture of gift, grant, bargain and sale, being of the date with these presents, and for and in consideration of the summe of 300 l. of current English money unto the said *I. H.* by the abovenamed *E. H.* before the enfealing of the said Indenture, well and truly contented, satisfied and paid, did give, grant, bargain and sell unto the said *E. H.* his Heirs and Assigns, all that his principal Mansion or Messuage, together with all barns, stables, and all other edifices and buildings whatsoever to the same belonging, or in any wise appertaining; And two gardens, 20 acres of Land, 50 acres of Meadow, 50 acres of pasture, 8 acres of Wood-land, containing in the whole, by estimation, sixscore and eight acres of Land, Meadow, Pasture and Wood-ground, whether more or lesse thereof, there to be had, situate, lying and being in *Boslings*, alias *Bollinge Horton*, and *Brandesend* in the said Parish of *Brandesford* in the County of *Tark* aforesaid, being in the several

tenures.

tenures and occupations of the said *I. H. M. H.* or their Assignee or Assignees; And the reversion or reversions of the same, and of every part and parcel thereof, together with all and singular lands, tenements, rents, commons, and all other hereditaments whatsoever, with their appurtenances; And also all ways, easements, and all and every other profits & commodities, with their appurtenances to the said Mansion or Messuage, & other the said premises, and unto every, or unto any part or parcel thereof belonging, appertaining, or together with the same at any time before the enfealing of the said Indenture, or at the time of the enfealing thereof, had, used, occupied or enjoyed, or reputed, accepted or taken as part, parcel, or member of the same, or any part thereof: And furthermore, whereas the said *I. H.* for the consideration aforesaid, did give, grant, bargain, and sell unto the said *E. H.* his Heirs and Assigns, all those his three several Messuages or Tenements, with the appurtenances, and all and singular edifices and buildings, to them or any of them belonging, or in any wise appertaining, in the several tenures and occupations of *W. C. M. P. R. G.* or of their Assignee or Assignees, together with all and singular lands, tenements, commons, and all other Hereditaments whatsoever, to them, and every of them, or any of them belonging, appertaining, or had, used, occupied, or enjoyed, with them or any of them, situate, lying & being in *B.* aforesaid in the parish of *B.* in the said County of *York*, and containing in the whole, by estimation, 30 acres more or less of land, meadow, and pasture. And the reversion or reversions of the said three several Messuages or Tenements, of all and singular other the premises, and of every of them; together with all and singular Easements, and all other profits and commodities whatsoever to them or any of them belonging, in any wise appertaining, or being reputed, or at any time before the enfealing of the said Indenture accounted or taken as part, parcel or member of them, or any of them; And also all that the Close of him the said *I. H.* commonly called and known by the name of *H.* with the appurtenances, situate, lying and being in the said parish of *B.* in the said County of *York*. And the reversion or reversions, remainder or remainders, and of every part & parcel thereof; And also all and singular other the lands, tenements,

rents,

rents, services, commons, & all other hereditaments whatsoever, with all and singular the appurtenances, and the reversion or reversions, remainder or remainders of them or every of them, together with all liberties, easements, profits and commodities whatsoever to them or any of them belonging, or in any wise appertaining, situate, lying and being in the Town or Hamlet of *B.* in the parish of *B.* or in any other village, hamlet, town or place whatsoever in the said County of *York*. And furthermore, whereas the said *I. H.* for and upon the consideration aforesaid, did give, grant, bargain and sell unto the said *E. H.* his Heirs and Assigns, all & singular Deeds, Charters, Escripts, Fines, Exemplifications of Fine or Fines, Exemplifications of Recovery or Recoveries, & all other writings & engagements whatsoever belonging or in any sort concerning the said premises, above by these presents given, granted, bargained or sold, or meant or intended to be by the same given, granted, bargained or sold, or any part or parcel thereof, the which the said *I. H.* or any other person or persons by his or their assent, consent, or procurement, hath or have in his or their hands, custody and possession, or may any way come unto him or them; *To have and to hold* the said former several Messuages or Tenements, the said 20 acres of Land, 50 acres of Meadow, 50 acres of Pasture, 8 acres of Wood-ground: And also the said 30 acres of Land and Meadow, and Pasture, to three of the said Messuages or Tenements belonging, and the said Close called *W.* and all and singular other the premises whatsoever, with all and every their appurtenances, unto the said *E. H.* his Heirs & Assigns for ever: * Now it is fully & absolutely conveyed, concluded, and agreed upon, by and between the said parties to these presents, in manner and form following, And first the said *I. H.* for him, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *E. H.* his Heirs, Executors, Administrators and Assigns, That the said *I. H.* was at the time of the enrolling of the said Indenture, lawfully seized in fee-simple of and in four Mansions, Messuages, and Tenements, in the tenure or occupations of them the said *I. H. M. H. W. C. M. P. & R. S.* and of and in such Lands, Meadows, Pastures, Wood-grounds and other Hereditaments, And in such Parishes, Towns, and Hamlets, called

* Covenants that the Bargainor was seized in Fee-simple or Fee-tail of part of the premises; and that they are in such places, and known by such names, & may be sold, as in the said recited Indenture is specified, & that there is such a quantity of acres, every acre according to the measure allowed by Statute.

And that the bargainer was seized in his demean as of fee, or as of fee-tail, of so much of the premises as amount to 25 l. *per annum*. And that the bargainer was seized in reversion (the estate in possession being but one life, & no more) of the residue of the premises amounting unto 25 l. *per an.* And that all the premises bargained & sold amount unto the clear yearly value of 50 l. Covenant to deliver the evidences bargained & sold to the bargainee, &c. before such a day.

led and known by such name or names, as in the said recited Indenture they are specified, set forth, and conveyed: And that the said former Messuages, and the lands, tenements, meadows, pastures, Wood-lands, and all other the premises, with th' appurtenances in the said recited Indenture specified and contained, and the use and uses thereof, are, and may be conveyed, given, granted, bargained and sold, by such name and names, in such manner & form as they are in and by the said recited Indenture set forth and expressed, limited & appointed; And that the said Lands, Meadows, Tenements, Pastures, Wood-ground, & other the premises in the said recited Indenture contained, are of such quantity, and contain such number of acres, every acre being accounted according to the measure allowed by Statute for the measuring of land enacted, as in the said recited Indenture is particularly expressed and set forth; And that the said *I. H.* at the in sealing of the said recited Indenture was seized in possession in his demean as of fee, of so much of the said premises in the said recited Indenture given, granted, bargained, conveyed, and sold, as amounts unto the clear yearly value of 25 l. of current English money, over and above all charges and reprises whatsoever: And the said *I. H.* was at the time of the in sealing of the said recited Indenture seized in reversion, in fee-simple or fee-tail, and the estate and interest in possession, being but one life only and no more, of such part, residue of the said premises, by the said recited Indenture given, granted, conveyed, bargained and sold, or meant, or intended to be by the same given, granted, conveyed, bargained & sold, as doth amount unto the clear yearly value of 25 l. over and above all charges and reprises whatsoever: And that all the whole premises by the said recited Indenture given, granted, bargained, conveyed & sold, or meant or intended to be by the same given, granted, bargained, conveyed and sold, being in possession, and reversion, are of the clear yearly value of 50 l. over and above all charges whatsoever: And the said *I. H.* doth further, for him, his Heirs, Executors, Administrators and Assigns, covenant, promise and grant, to and with the said *E. H.* his Heirs, Executors, Administrators and Assigns, That he the said *I. H.* his Heirs, Executors or Assigns, shall fully deliver, or cause to be delivered

red unto the said *E. H.* his Heirs, Executors, Administrators or Assigns, at or before the Feast of Saint *James* the Apostle, next ensuing the date hereof, at or in the now dwelling-house of the said *E. H.* situate in *K.* aforesaid, all such Deeds, Charters, Exemplifications and Writings whatsoever, as are by the said recited Indenture given, granted, bargained and sold unto the said *E. H.* his Heirs and Assigns: And also that he the said *I. H.* was at the in sealing of the said Indenture lawfully seized of the said premises, with the appurtenances, in the said recited Indenture specified and contained, of a good, sure, perfect, absolute and undefeazable Estate in Law, in fee-simple, or fee-tail, without any condition, limitation, future or contingent use or uses, and that there is not any let, hindrance or impediment whatsoever, whereby all & singular the said premises in the said recited Indenture specified and contained, with the appurtenances, and every part and parcell thereof, may not be given, granted, bargained and sold, or the use and uses thereof, and every part and parcel thereof, shall or may not spring arise, and be transferred in possession or reversion unto the said *E. H.* his Heirs and Assigns, according unto the intent, purport and true meaning of the said recited Indenture: And also that the said *E. H.* his Heirs and Assigns, under the proviso and condition in the said recited Indenture specified, shall & may quietly & peaceably, without any lawful let, vexation, molestation or disturbance of the said *I. H.* his Heirs or Assigns, or any other person or persons whatsoever, (the estate of *M. H.* mother of him the said *I. H.* of and in parcel of the said premises only for term of her life excepted and fore-prised) Have, hold, occupy and enjoy the said premises by the above-named Indenture given, granted, bargained and sold, or meant, or intended to be by the same Indenture, given, granted, bargained and sold, and every part & parcel thereof, with the appurtenances, to him the said *E. H.* his Heirs and Assigns, according unto the intent, purport and true meaning of the said recited Indenture, and the clauses and articles therein contained: And also that the said four Mesuages, Lands, Tenements, Hereditaments, and all and singular other

And that the bargainer was seized of a sure & indefeasible estate, in fee simple, or fee-tail, and that there is no impediment, whereby the premises may not be sold, or the use thereof arise, and be transferred in possession or reversion.

And that the bargainer may enjoy the premises under the condition in the said recited Indenture specified, without any lawfull interruption of any person (except *M.* which hath an estate for life, in part of the premises) according to the purport of the said recited Indenture.

And that the premises by

the said recited Indenture bargained & sold, were, and shall continue to be from all former bargains, sales, conveyances, &c.

the premises by the above-written Indenture give, granted, bargained and sold, or meant or intended to be by the same given, granted, bargained & sold, and every part & parcel thereof, with the appurtenances, at the time of the enscalling and delivering of the said Indenture, were, and so under the proviso & condition in the said recited Indenture contained, shall be & continue unto the said *E. H.* his Heirs and Assigns, free, clear, and exonerated and discharged of & from all former bargains, states, joyntures, dowers, mortgages, judgments, executions, recognizances, fines, forfeitures, fines for alienations, rent-charges, rent-fests, and of and from all and all other manner of charges and incumbrances whatsoever; The rents and services now due, or hereafter to be due, unto the Lord or Lords of the fee of the said premises; and one Estate made unto *M. G.* in the one half of the said premises, for term of her natural life only, and no longer; and one other Estate made unto *D. H.* now wife of the said *J. H.* of and in one part of the other half of the said premises, for the term of the natural life of the said *D. H.* only, and no longer, always excepted and foreprised. And the said *E. H.* doth for him, his Executors and Assigns, Covenant and grant to and with the said *J. H.* his Executors and Assigns, that he the said *E. H.* his Heirs and Assigns shall and will permit and suffer the said *J. H.* his Heirs & assigns, to take, receive, & levy the rents & profits of the said premises by the said recited Indenture given, granted, bargained and sold, or meant or intended to be by the same given, granted, bargained & sold, until he the said *J. H.* his Heirs or Assigns, shall make default, or fail in payment of the said sum of 300 and 50 l. in the proviso in the above-recited Indenture contained, all things before specified to the contrary notwithstanding. In witness whereof, the parties abovenamed to these present Indentures their hands and seals interchangeably have put, the day and year first above-written, *Annoq; Dom. 1614.*

The Rents due to the Lords of the Fee, and two several estates for lives, of several parts of the premises excepted.

Covenant by the bargainee, that the bargainer shall receive the rents, & take the profits of the premises, bargained & sold, until the bargainer shall make default in payment of the sum in the Proviso in the said recited Indenture contained.

A Release of Waste and Estrepement, and of arrearages of Rent, actions of Covenant and Debt.

TO all true Christian People to whom this present writing indented shall come, *T. R.* of *S.* in the County of *K.* Esq; sendeth

sendeth greeting in our Lord God everlasting; *Know ye*, that I the said *T. B.* for divers good causes & considerations me thereunto especially moving, have remised, released and for ever quit claimed, and by these presents do clearly, fully and absolutely remise, release, and for ever quit claim unto *A.D. of B.* in the County of *W. Wid.* *W.S.* of *B.* aforesaid in the said County *Esq.* *A.L.* of *S.* in the said County of *W. Widdow*, all and all manner of waste or wastes made, committed, or done by them, or by any or either of them, or by any other person or persons whatsoever, by or in their or any of their right, title, means, procurement or permission, in and upon any the houses, site, and demetan Lands heretofore by Indenture made, bearing date upon the Feast day of *All Saints*, in the eight and twentieth year of the reign of *K. Henry the Eight* deceased, by *William late Abbot of Gloucester*, and Covent of the same, demised, granted, and to firm letten to *George Dastan Gent.* for 80. years, if he lived so long; And of and from all, and all manner of Rents, and arrerages of Rents whatsoever, due or payable to the said *T. B.* by the said *A.D. W.S. A.L.* or any or either of them, for or in respect of any the houses, site, and demetan Lands before mentioned; And of and from all and all manner of actions of Waste, actions of Trespass, actions of Covenant and Debt, and of and from all other actions, suits, and demands whatsoever, had or prosecuted, or to be had or prosecuted against them, or any of them, for or concerning any the matters or causes before mentioned; so as neither the said *T. B.* nor his Heirs, nor any other person or persons whatsoever, for him, or in his name, any action or suit at any time hereafter, shall or may have, or prosecute against the said *A.D. W.S. A.L.* or any, or either of them, for or in respect of any the causes before mentioned; But of and from the same shall be hereafter excluded and barred by these presents. *In witnesse* whereof, the parties above named their hands and seals to these present Indentures, interchangeably have put, the day and year first above written. *Amos;*

Dom. 1614.

**An Indenture of Covenants for the Surrender of
a Lease, and leaving the possession by a day, according to
an Order of the Court of Common-Pleas.**

THIS INDENTURE made, &c. Between *T. B.* of *S.* in the County of *K.* Esq; of th'one part, and *A. L.* of *S.* in the County of *W.* Gent. of th'other part, *Witnesseth*, That as well for and in performance and accomplishment of a certain Order or Rule made in the Court of Common Pleas at *Westminster*, in the Term of *Easter* now last past, before the date hereof, in an action of *Ejectione firme*, depending in the said Court, by *A. L.* Lessee of the above-named *T. B.* Plaintiff, against *W. S.* and others, Defendants; for and concerning the title, right, interest, and possession of the said *T. B.* in and to the Site, Manor-house, and Demeans of the Manor of *H.* in the said County of *G.* with th'appurtenances; as also for and upon divers other sufficient causes and considerations, it is covenanted, granted, concluded, and agreed upon, by and between the said parties to the presents, in manner and form following: And first the said *A. L.* doth for him, his Heirs, Executors, Administrators and Assigns, covenant and grant, to and with the said *T. B.* his Heirs, Executors, Administrators and Assigns, That he the said *A. L.* shall and will, according to the Order above-mentioned, and the true meaning of the same, yield and deliver up, or cause to be yielded and delivered up unto the said *T. B.* his Heirs and Assigns, at the Feast of Saint *Michael the Archangel* next ensuing the date hereof, the quiet and peaceable possession as well of the Farm-house, with the appurtenances, Site, and Demeans of the said Manor of *H.* in the County of *G.* aforesaid, as also of all Lands or Tenements, used or occupied, as part, parcel, and member of the Demeans of the said Manor; And also that he the said *T. B.* his Heirs and Assigns, shall and may peaceably and quietly, from the Feast of *St. Michael the Archangel* next ensuing, hold and enjoy the said site, Farm-house, and Demeans of the Manor of *H.* and all other the premises, with the appurtenances, and every part and parcel thereof, without any let, eviction, or distur-

Covenant according to the Order, to deliver up the peaceable possession of the lands.

And that he may peaceably enjoy the land, without eviction or disturbance of *W. G.* or *A.* or of any other person, &c.

disturbance of the said *A. L. W. D. of H.* in the said County of *G.* deceased, *G. D. of H.* aforesaid deceased, or *A. D. of B.* late in the said County of *W.* or any of them, and without any lawfull let, or disturbance of any other person or persons, lawfully claiming in, by, from or under them, or any of them: And furthermore, that the said premises, with the appurtenances, and every part and parcel thereof, shall be and continue unto the said *T. B.* his Heirs and Assigns, acquitted and discharged, or otherwise upon request sufficiently saved harmless and indemnified, of and from all manner of charges and incumbrances whatsoever, had, made, committed, or done by the said *A. L. W. D. G. D. E. D. A. D.* or *A. D. junior*, or any other person or persons lawfully claiming by, from, or under them, or any of them: And the said *A. L.* doth furthermore for him, his Heirs, Executors, Administrators and Assigns, Covenant and grant, to and with the said *T. B.* his Executors, Administrators and Assigns, That he the said *A. L.* his Executors and Assigns, shall and will from time to time, upon reasonable request to him or them by the above-named *T. B.* his Heirs & Assigns made, save, and keep harmless as well the above-named *T. B.* his Heirs & Assigns, as the said Site, Farm-house, and Demeans of the said Manor of *L.* and all other the premises, with the appurtenances, and every part and parcel thereof, of and from all, and all manner of suits, actions, and controversies, which shall be had, made, commenced, or brought by them the above-named *A. L. W. D. G. D. E. D. A. D.* or *A. B.* or any of them, or any other person or persons lawfully claiming, or lawfully pretending any right or title, by, from, or under them, or any of them: And also, that aswell the said *A. L.* his Heirs and Assigns, as also the said *W. D. G. D. E. D.* and *A. D.* and all other person or persons lawfully claiming any right, title, or interest unto the said premises, by, from, or under them, or any of them, shall and will, at all times within the space of 12 years next following the date hereof, upon reasonable request unto them, or any of them made, at the proper costs and charges in the Law of the said *T. B.* his Heirs

And that the premises shall be discharged or sav'd harmless, from all charges, or incumbrances committed or done by *W. G.* &c. or any other, &c.

Covenant, that the surrenderer will upon request made by the surrenderee, save him harmless, & the premises from all actions, & controversies had, or brought by *A. W. G.* &c. or any other person, &c.

And also, that aswell the surrenderer, as also the said *W. G.* &c. shall within such a space, upon request of the surrenderee, make such

further assurance, &c. be it by release, confirmation &c. so that the same comprehend no other Warranties, &c. but against them, and all persons claiming under them,

And lastly, the
surrenderer
doth assign all
his interest &
term of years
which he pre-
tendeth to
have in the
premises, by
colour of a
lease made
to one G. by
one A. the
which since is
come to the
now Assignor,
& that part of
the Indenture
of lease made
unto the said
G. & all other
writings,
which he co-
venanteth to
deliver at the
sealing of
these pre-
sents,

or Assigns, make such further Assurance and Security, unto the
said T. B. of their and every of their right, title and interest, of
and in the said premises, with the appurtenances, as by the said
T. B. his Heirs or Assigns, or their Counsel learned in the Law
shall be reasonably devised or advised, be it by Release, Confir-
mation, Feoffment, or otherwise, so that such assurance compre-
hend no further Warranties, or Covenants of Warranties, than
against themselves, and all other person or persons lawfully
claiming in, by, from, or under them, or any of them; and
so that they be not compelled to travell for the making of
such assurance, further than the Countrey of *Glocester*. And
lastly, the said A. L. doth for him, his Heirs, Executors, Ad-
ministrators and Assigns, by these presents, assign unto the
said T. B. his Heirs and Assigns, as well all and singular the
right, title, interest, and term of Years, which the said A.
L. hath, or pretendeth to have, of and in the said Site, Ma-
nor-house, and Demeans of the said Manor of H. and other
the said premises, with the appurtenances, by virtue or colour
of one Lease thereof made by the late A. of G. unto one G. D.
the right & interest of which said term, is by mean conveyance
and assurance, lawfully (as is pretended) possessed and assigned
unto him the said A. L. as also of one part of the said Indenture
of Lease made by him the said A. unto the said G. under the co-
vent seal; as also all other Writings, Covenants and Deeds
whatsoever concerning the Lands in the liande and custody of
the said A. or which the said A. may come unto, concerning
the said premises, or any part thereof, without suit in Law:
The which said Indenture, and other Writings, the said A. doth
for him, his Heirs, Executors, Administrators and Assigns, co-
venant and grant, to deliver unto the said T. B. his Executors
and Assigns, at the time of the enfealing and delivery of these
presents: *In witnesse* whereof, the parties above-named to these
present Indentures their Hands and Seals interchangeably
have put, the day and year first above-written, Annoq;
Dom. 1601.

A Grant of an Annuity out of Land,
 with distress, and covenant to stand seised
 of the Land for non-payment, to the use of the Gran-
 ree, with proviso to determine the Annuity,
 upon payment of a summe in grosse.

THIS INDENTURE made, &c. Between *B. F.* of *S.* in
 the County of *S.* Yeoman, of th^e one part, and *T. F.* of *S.*
 aforesaid Yeoman, of the other part, *Witnesseth*, That whereas
 the Maior, Jurats, and Commonalty of the antient Town of
Winchellsy within the liberty of the Cinque ports in the Coun-
 ty of *S.* did with one consent and mutual agreement, by their
 Indenture bearing date the 20 day of *August*, in the 38 year of
 the Reign of the late Queens Majesty, bargain, sell, give, grant,
 and confirm unto the said *B. F.* his Heirs and Assigns, all that
 their Brewhouse, and the edifices, and buildings thereunto be-
 longing, together with all the Lands, Meadows, Pastures and
 Wast ground to the said Brewhouse appertaining, and with the
 same then or late usually occupied, and afterwards in the said
 Indenture mentioned, expressed, and recited, (that is to say)
 the Brewhouse, and the buildings thereunto belonging and ap-
 pertainning, and the ground thereunto adjoining, situate, lying
 and being in the Strand in *Winchellsy* aforesaid, and abutted
 to the Queens high Street there South, to the common Chanel
 North, to the lands of *J. V.* West, and to the lands of *A. A.*
Esq; East, containing by estimation, 3 acres, more or lesse: One
 other peece or parcel of Land did lie at *St. Leonards* near *Win-*
chellsy aforesaid, and abutted to the Lands then, or late, *J.*
W. North, to the lands of *J. P.* South, to a Lane called *P.* East,
 to the Fleet called *St. Leonards Fleet*, West, containing in the
 whole, by estimation, 2 acres, more or lesse: And th^e other piece
 or parcel of Land lying near unto the Kings green (that is to
 say) to the Queens high way South and West, to the commons
 of the Town of *Winchellsy* East, and to the Lands of *A. H.*
 North, containing, by estimation, one quarter of an acre, more
 or lesse, as the antient bounds and marks thereof more plain-
 ly

ly did shew and divide : *To have and to hold*, the said Brewhouse, and the edifices and buidings thereunto belonging, together with all and singular other the edifices, with all and all other the said several premises before recited and expresse, and every part and parcel thereof, with th'appurtenances, to the said *B. F.* his Heirs and Assigns for ever ; *Tislding and paying* therefore yearly to the said Maior, Jurats, and Commonalty, their Successors and Assigns, the yearly Rent or Farm of Six pounds thirteen shillings and four pence of lawfull money of *England*, at two usual Feasts and Terms in the year, (that is to say,) at the Feast of Saint *Michael* th'Archangel, and the Feast of the Annuntiation of the blessed Virgin *Mary*, by even and equal portions to be paid, as in and by the said recited Indenture doth and may more plainly appear. *Now* this Indenture witnesse, that the said *B. F.* for divers good causes and considerations him thereunto especially moving, hath given, granted, and confirmed, and doth by these presents, for him, his Heirs, Executors and Administrators, give, grant, and confirm unto the above-named *T. F.* and his Assigns, one annual or yearly Rent of 10 l. of current English money, issuing, going forth, and to be yearly had, levied, perceived and received out of the said Brewhouse, and other the edifices & buidings thereunto belonging, together with the said several pieces and parcels of land, and out of all and every the premises in the above-recited Indenture specified and contained, with all and singular the appurtenances ; *To have and to hold* the said Annuity, or yearly rent of 10 l. of current English money, issuing, going forth, and to be levied, received, and perceived out of the above-recited premises, with the appurtenances as aforesaid, unto the said *T. F.* and his Heirs, for and during the natural life of the said *T. F.* and the same to be paid yearly at, or in the South porch of the Parish Church of *S.* aforesaid, at or upon the second day of *May*, which shall be in the year of our Lord 1595. And if it shall happen the said Annuity or yearly rent of 10 l. or any part or parcel thereof to be behind, or unpaid, by the space of fourteen dayes next after the day and time in which it is limited and appointed to be paid, as aforesaid, that then, and from thenceforth, it shall and may be lawfull to and for the said *T. F.* and

Power to enter into the land, and distrain for the rent behind, & the distrainer to detain until he be satisfied of the Rent.

his Assigns, during the natural life of the said *T.F.* as aforesaid, into the said Brewhouse, with all the edifices and buildings thereunto belonging, and into all and singular the Lands, Tenements, and Hereditaments, with the appurtenances, in the above recited Indenture specified and contained, and into every or any part or parcel thereof to re-enter, and distrain; and the distress or distresses there so taken, to lead, drive, chase, carry away, impound, and the same to keep and detain, until the said *T.F.* and his Heirs and Assigns shall be of the said Annuity or Annual rent of 10 l. and every part and parcel thereof, which shall so fortune to be behind and unpaid, fully and wholly contented, satisfied and paid. And the said *B.F.* doth for him, his Heirs and Assigns, covenant and grant, to and with the said *T.F.* his Heirs and Assigns, That if it happen the said Annuity or Annual rent of 10 l. or any part or parcel thereof to be behind and unpaid by the space of 30 days next after the time and day of payment, upon the which it ought to be paid as aforesaid, That then it shall and may be lawful to and for the said *T.F.* and his Assigns, into the said Brewhouse, with all edifices and buildings to the same belonging, and into the said several parts and parcels of Land above specified, and into all & singular other the premises whatsoever, with all and singular the appurtenances in the above-recited Indenture mentioned & contained, and by the same given, granted, bargained and sold, and every part and parcel thereof, to enter, and the same to have, hold, and enjoy, unto the said *T.F.* his Heirs and Assigns, unto the only and proper use and behoof of him the said *T.F.* his Heirs and Assigns for ever. And that immediately from and after such default of payment of the said Annuity or yearly rent of 10 l. by the space of 30 days next after the time and day of payment, in which the same ought to be paid as aforesaid, as well the said *B.F.* his Heirs and Assigns, as all other person or persons whatsoever, which now are, or at the time of default in payment, or at any time hereafter shall be seized of, and in the said Brewhouse, with all the edifices thereunto belonging, and of and in the said several parts or parcels of land above-recited, and of and in all and every other the said premises whatsoever, with all and singular the appurtenances in

Covenant, if the rent be behind & unpaid by the space of 30 days, next after the day of payment, that the it shall be lawful for the Grantee to enter into the land, and the same to have to him, his Heirs, and Assigns for ever.

And that after such default in payment, as aforesaid, all persons seized of the land, shall stand seized to the use of the Grantee his Heirs & Assigns for ever.

the said recited Indenture specified and contained, shall stand and be seized of and in the same, to the only use and behoof of him the said *T. F.* his Heirs and Assigns for ever, and to no other use or uses, intent, and purports whatsoever.

Provido, that if the grantor do pay 60 l. at such a day, that then this Grant shall be void.

Provided always, that if the said *B. F.* his Heirs or Assigns, or any of them, do content, satisfy and pay, or cause to be well & truly contented, satisfied and paid, unto the said *T. F.* his Heirs and Assigns, the entire sum of 60 l. of current English money, at or upon the second day of *May*, which shall be in the year of our Lord, according to the computation of the Church of *England*, &c. or in the South porch of the Parish Church of *S.* aforesaid, That then, and from thenceforth, as well the said Annuity or Annual rent of 10 l. as also all and every other action, clause, condition, and agreement in these present Indentures specified and contained, shall be utterly void, frustrate, and of none effect, and determined in Law, to all intents, constructions,

Covenant, that the grantor was lawfully seized of the premises, out of which &c. of a good estate in law in fee-simple.

And that the premises, out of which, &c. are, & so shall continue acquitted, & discharged, of all charges & incumbrances, &c.

Covenant that the grantor hath not done, nor will not do any act or thing, whereby to frustrate this grant.

and purposes; any thing before specified to the contrary notwithstanding: And the said *B. F.* doth for him, his Heirs, Executors, Administrators and Assigns, covenant and grant, to and with the said *T. F.* his Heirs and Assigns, that the said *B. F.* is at the time of the enfealing and delivery of these presents, lawfully seized of and in the premises, out of which the said Annuity or Annual rent is granted as aforesaid, and every part and parcel thereof, of a good, sure, and perfect estate in Law, in Fee-simple: And that the said Brewhouse, edifices, buildings, lands, Tenements, Hereditaments, and all other the premises, out of which the said Annuity or Annual rent is granted, and every part and parcel thereof, at the time of the date hereof, and at the time of the enfealing and delivery of these presents, are, and so shall be, and continue, acquitted, discharged, and otherwise sufficiently saved harmless, of and from all, and all manner of charges and incumbrances, whereby the Annuity or Annual rent granted unto the said *T. F.* as aforesaid, may or shall be frustrate, overthrown, or by any way or means whatsoever determined: And the said *B. F.* doth further for him, his Executors, Administrators and Assigns, covenant and grant, to and with the said *T. F.* his Heirs, Executors, Administrators and Assigns, That he the said *B. F.* hath not heretofore committed

or done, or will hereafter commit or do any act or acts, thing or things whatsoever, whereby the said Annuity or Annual rent, granted unto the said *T. F.* as aforesaid, shall or may be by any way or means impeached, frustrated, or determined: And also that he the said *B. F.* his Heirs and Assigns, shall and will well and truly pay, or cause to be paid unto the said *T. F.* and his Assigns, during the natural life of the said *T. F.* the said Annuity or Annual rent of 10 l. yearly, at or upon the second day of *May*, or within the said 30 days next after the said day, in manner and form as is before in these present Indentures limited and appointed: Of which said Annuity or Annual rent of 10 l. to be paid as aforesaid, the said *B. F.* hath put the said *T. F.* in present and full seisin and possession, and by giving him the sum of Six-pence. *In witness* whereof, the parties above named to these present Indentures their hands and seals interchangeably have put: Dated the day and year first above written, *Anno Domini*, &c.

And that the grantor will pay, or cause to be paid, this rent, according as it is before granted.

Seisin given of the rent.

An usual Deed of Feoffment, with general Warranty.

TO all Christian People to whom this present Writing shall come, *T. P.* of *T.* in the County of *K.* Yeoman, Greeting in our Lord God everlasting: *Know ye*, me the aforesaid *T. P.* for, and in consideration of the sum of 60 l. of good and lawful money of *England*, to me the aforesaid *T. P.* by *I. T.* of *B.* in the aforesaid County, Clothier, well and truly before-hand paid, whereof I acknowledge my self to be fully satisfied and contented, and the said *I. T.* his Heirs, Executors and Administrators to be for ever acquitted and exonerated, by these presents, have given, granted, infeoffed, and by this my present Writing confirmed to the aforesaid *I. T.* his Heirs and Assigns, all that Mannor, Messuage, or Tenement, Barn, Stable, with all other edifices to the said Messuage or Tenement belonging, or in any wise appertaining, or with the same heretofore usually occupied: And also one garden, one orchard, three pieces or parcels

of land, meadow, and pasture, with their, and every of their appurtenances, containing in the whole, by estimation, 15 acres of land and pasture, more or lesse, situate, lying and being in the Parish of *R.* aforesaid, and abutting upon the Kings high-way towards the South and West, and the lands of the heirs of *F. A.* towards the South and East, towards the land of *A. M.* towards the North, and to the land of *A. H.* towards the North and East, as by the metes and bounds thereof they are set forth and well known; Which said Messuage, and other the premises whatsoever, now are in the tenure or occupation of one *I. L.* or of his Assigns; *To have and to hold* the aforesaid Messuage or Tenement, with all and singular the edifices to the said Messuage belonging, th'aforesaid three pieces or parcels of land, meadow, and pasture, with all and singular edifices, with their appurtenances, and other the premises whatsoever to the aforesaid *I. T.* his Heirs and Assigns, to the use and behoof of the said *I. T.* his Heirs and Assigns for ever, *To hold* of the chief Lords of the Fee thereof by services hertofore due, and of right accustomed. And I the aforesaid *T. P.* and my Successors aforesaid, the said Messuage or Tenement aforesaid, three pieces or parcels of land, meadow, and pasture, and other the premises whatsoever, with all and singular the appurtenances to the said *I. T.* his Heirs and Assigns, against me, mine Heirs and Assigns, and against all other men, do warrant, and for ever defend, by these presents. *In witnesse* whereof, I the aforesaid *T. P.* to this my present Writing have put to my Seal. Dated the first day of *May*, in the year, &c.

A general
Warranty.

A Release upon a Deed of Feoffment.

TO all Christian People to whom this present Writing shall come, *T. P.* of *T.* in the Parish of *T.* in the County of *K.* Greeting in our Lord God everlasting; *Know ye*, me the aforesaid *T. P.* for, and in consideration of the sum of 60 l. of good and lawfull mony of *England*, to me th'aforesaid *T. P.* by *I. T.* of the aforesaid Parish of *B.* in the said Countrey of *K.* Yeoman,

man, before-hand well and truly paid, and for divers other good causes and considerations me hereunto especially moving, have remised, released, and altogether for me and my Heirs for ever quit claimed, by these presents, unto *I. T. of K.* aforesaid Yeoman, in his full and peaceable possession and seisin, being to his Heirs and Assigns, to the onely and proper use and behoof of him the said *I. T.* his Heirs and Assigns, for ever, all my right, title, claim, interest or demand, which I the aforesaid *T. P.* have, or at any time had, or any wayes hereafter may have, of, or in one Messuage or Tenement, Barn, Stable, with all and singular edifices, buildings, and other the appurtenances whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining; and of, and in one Garden, one Orchard, three pieces or parcels of land, meadow, and pasture, with the appurtenances, containing in the whole, by estimation, 16 acres of land, whether more or lesse, situate, lying and being in the aforesaid Parish of *B.* in the aforesaid County of *K.* abutting on the Kings high-way there towards the South and West, to the lands of the Heirs of *F. A.* to the South and East, to the lands of *A. M.* towards the North, and to the lands of *A. H.* towards the North and East; as by the metes and bounds thereof, as they are divided, are set forth and well known: So that neither I the said *T. P.* nor my Heirs, nor any other by us, for us, or in our right, any property, title, claim, interest, or demand, of or in the said Messuage or Tenement, with the appurtenances aforesaid, Barn, Stable, with all other edifices aforesaid, one Garden, one Orchard aforesaid, three pieces or parcels of land, meadow, and pasture, with the appurtenances, and of or in other the premises whatsoever, with their appurtenances, nor in any part or parcel of the same, we may, or hereafter ought to require, claim, or challenge, but from every action, right, title, claim, use, interest, and demand in the same, we are altogether excluded by these presents. In witness whereof, I the said *T. P.* to this present writing have put my seal. Date; &c.

A General Release.

BE it known unto all men by these presents, that I *R. G.* of *R.* in the County of *K.* Yeoman, for divers good causes and considerations me thereunto especially moving, have remised, released, and quit claimed, and do by these presents, for me, my Heirs, Executors, Administrators and Assigns, remise, release, and quit claim unto *W. M.* late of *P.* in the County of *S.* Tanner, his Heirs, Executors, Administrators and Assigns, all and all manner of actions, both real, personal, and mixt, and all, and all manner of Bills, Bonds, Obligations, Debts, or Duties, Judgements, Executions, Accompts, and Demands whatsoever, And all and all manner of Actions which I the said *R. G.* my Executors, Administrators, or Assigns, have or had, may or can have against the said *M. W.* his Executors or Administrators, in or upon Bill, Bond, or other Specialty, in the which the said *M. W.* solely or joyntly with the other stands bound unto me the said *R. G.* and all other controversies and debates whatsoever, which I the said *R. G.* my Executors, Administrators, and Assigns, have, may, might or shall have, for any cause or matter whatsoever, from the beginning of the world untill the present day of the date of these presents. *In witnesse* whereof, I the said *R. G.* my hand and seal hereunto have put. Dated the fourteenth day of *January*, &c.

An Indenture of Covenants to stand seised to uses in consideration of natural affection, &c.

THIS *INDENTURE* made, &c. Between *T. B.* of *S.* in the County of *K.* Yeoman, of throne part, and *I. B.* of *S.* aforesaid Yeoman, one of the Sons of the said *T. B.* on the other part, *Witnesse*th, That whereas the said *T. B.* is lawfully seized in his demean, as of Fee, of and in one principal Mansion or

messuage, with the appurtenances, commonly called & known by the name of little *A.* or by whatsoever other name or names the same is, or at any time heretofore hath been called or known by, together with all and singular Buildings, Barnes, Stables, Outhouses, Lodges, Orchards, Yards, Gardens, and all other profits, commodities, and easements to the said mansion or messuage belonging or appertaining, and also of and in 19 peeces or parcels of Land, Meadow, Pasture, and Wood-ground, with th'appurtenances, containing in the whole, by estimation, 60 acres of Land, Meadow, Pasture, and Wood-ground, with th'appurtenances, whether more or lesse, situate, lying and being in the said Parish of *S.* in said County of *K.* upon the Demesnes of *A.* and *L.* and which now are, or late were in the several tenures and occupations of one *T. H.* and *N. W.* their, or either of their Assignee or Assignees, and the said premises do bound and abutt in manner and form following (that is to say) to the Queens high-street leading between *N.* and *S.* towards the North, to the lands which were sometimes one *I. P.* and now of *R. L.* Gentleman, and to certain other Lands of the said *T. B.* towards the West, towards the Lands of *T. S.* South, and to other lands of the said *T. B.* towards the East, South, and North; as the metes and bounds thereof do divide, mete, and shew: Now the said *T. B.* for and in consideration of the natural love and affection, which he the said *T. B.* hath and beareth unto his said Son *I. B.* and for the advancement and maintenance of him the said *I. B.* and preferment to his Heirs, and also for the establishment, and settling of the said Messuage, Lands, and Tenements, and other Hereditaments in these presents before specified and contained, according to the true intent and meaning of him the said *T. B.* and for divers other effectual and motive considerations him the said *T. B.* the Father towards his said Son especially moving and inciting, doth for him, his Heirs and Assigns, and every of them, covenant, grant, conclude and agree, to and with the said *I. B.* his Heirs and Assigns, that he the said *T. B.* his Heirs and Assigns, and every other the person or persons, which now, or at any time hereafter shall be seized of and in the said Mansion or Messuage, with the appurtenances, and of, and in all and singular Lands, Tenements,

Covenant,
that all con-
veyances
made, or to be
made, shall be
to the uses in
these Inden-
tures expres-
sed, and to no
other use or
intent.

ments, Meadows, Pastures Wood-grounds, and all and every other the premises before mentioned; with all and every their appurtenances, and of and in every part and parcel thereof & of & in the reversion and reversions, remainder and remainders thereof, and every part and parcel thereof, shall stand and be seized to the uses, intents and purposes, hereafter limited and appointed, and to no other use, intent and purpose whatsoever that is to say, to the use and behoof of him the said *T. B.* during the term of his natural life, and after the decease of him the said *T. B.* to the use and behoof of the said *I. B.* his Heirs and Assigns for ever: And it is fully covenanted, granted, concluded, and agreed upon, by and between the said parties to these presents, and every of them, and the said *T. B.* doth for him, his Heirs, Executors and Assigns, covenant, grant, and agree, to and with the said *I. B.* that all and singular Fines, Recoveries, Feoffments, Alienations, Conveyances, and all other Conveyances and Assurances whatsoever of the said premises, with the appurtenances, and every part and parcel thereof, now and at all times hereafter to be made, shall be and inure, and are by these presents appointed, limited, & declared to be and inure to such use and uses as are by these presents before limited, appointed, and declared, and to no other use or uses, intent or intents whatsoever. *In Witness* whereof, the parties above-named to these present Indentures their hands and Seals interchangeably have put, the day and year first above-written: *Anno. Dom. &c.*

¶ An Obligation conditioned for the release of an Annuity.

Noverint universi per presentes, nos, &c.

THE Condition of the within-written Obligation is such, That whereas the within bounden *I. H.* and *W. A.* have by their release bearing date with these presents, remised and released unto the within named *R. S.* a certain Annuity or yearly rent of Thirteen shillings and fourpence, yearly issuing or going out of two pieces or parcels of land of the said *R. S.*

con-

containing, by estimation, 4 acres, situate, lying and being in R. aforesaid, as by the said Deed more at large appeareth; If theretore the said R. S. his Heirs and Assigns, shall or may, from time to time, and at all times hereafter, have, hold, and enjoy the said two pieces and parcels of land, out of which the said Annuity or yearly rent of Thirteen shillings and four pence is issuing as aforesaid, acquitted and discharged of the said Annuity or yearly rent, without any lawfull let, interruption, expulsion, or eviction of them the said I. H. and of M. now his Wife, and of the said W. A. and of A. now his Wife, and without any lawfull let, interruption, expulsion, or eviction of the Heirs or Assigns of them the said M. and A. and of all other person or persons, claiming in, by, from, or under them the said I. H. and M. his Wife, and by the said W. A. and A. his Wife, or in, or by, from, or under any of them, and the Heirs or Assigns of them, or any of them; That then this present Obligation to be void, frustrate, and of none effect; Or else to stand, be and remain in his full force, power, strength and vertue:

¶ An Indenture of sale of Woods, with a proviso of Redemption.

THIS INDENTURE made, &c. Between I. W. of B. in the County of K. Yeoman, of th' one part, and P. F. of B. in the said County of K. of th' other part, *Witnesseth*, that the said I. W. hath granted, bargained, and sold, and doth by these presents for him, his Heirs, and Assigns, grant, bargain, and sell unto the said P. F. his Executors and Assigns, all and singular Woods, Underwoods, Timber, and Timber Trees, standing and growing in and upon two pieces or parcels of Wood-grounds, situate, lying and being in the parish of B. in the said County of K. and belonging and appertaining unto one Messuage, Farm or Tenement, now in the occupation of the said P. F. or together with the said Messuage, Farm or Tenement now occupied and enjoyed, and one piece or parcel of the said Wood-ground, whereupon the said Woods, Underwoods, and Timber, do stand

F

and

and grow, containing, by estimation, 16 acres, and abutted & boundeth unto certain Wood-grounds or *R.S.* and to the Lands of *I.C.* towards the East, to the lands of *I.S.* towards the West, to the Queens-high-street there towards the North, and unto the lands of the said *I.W.* in the South, and the other piece or parcels of Wood-ground, whereupon the said Woods, Underwoods, and Timber trees do stand and grow, containing, by estimation, 8 acres, and abutted and boundeth unto the lands of *P.C.* towards the South and West, and unto the lands of *I.W.* and *I.S.* towards the East, and unto the lands of *I.C.* towards the North; *To have and to hold* the said Woods, Underwoods, Timber, and Timber Trees, now standing and growing in and upon the said two pieces or parcels of Wood-ground, unto the said *P.F.* his Executors, Administrators & Assigns, unto the proper use of the said *P.F.* his Executors, Administrators and Assigns; The said Woods, Underwoods, Timber and Timber Trees, to be sold, cut down, and carried away, off and from the said Wood-ground, within the space of 4 years next ensuing the date of these presents, and not after the said space and time; *Provided alwaies*, and upon condition that the said *P.F.* his Executors, Administrators & Assigns, shall not sell nor cut down, or cause, or appoint to be felled or cut down in the said Woods, Underwoods, Timber, and Timber trees, nor any part or parcel thereof (without the assent, consent, or licence of the said *I.W.* in writing first had & obtained) until after the first day of *January*, which shall be in the year of our Lord God according to the Church of England, &c. *Provided alwaies*, and it is conditioned, That if he the said *I.W.* his Heirs, Executors, Administrators and Assigns, or any of them, shall well and truly pay, or cause to be paid, unto the said *P.F.* his Executors, Administrators or Assigns, at or in the porch of the Parish Church of *B.* above-named, the sum of, &c. of, &c. as or upon the, &c. which shall be next and ensuing the date hereof, or if he the said *I.W.* his Heirs, Executors, Administrators or Assigns, shall fail to make payment of the said, &c. at or upon the, &c. Then

The said woods, underwoods, & timber, to be cut and carried away, within the space of 4 years next after the date of these presents, & not after the said space. *Proviso*, that the bargaineer, &c. shall not cut down, or appoint to be cut down, the said woods, &c. (without licence of the bargainer first had) until after such a time.

Proviso, that if

the bargainer, &c. pay such a sum, or if he fail of payment of that, if he shall pay such a sum, that then this bargain and sale shall be void.

if he the said *J. W.* his Executors, Administrators & Assigns, or any of them, in or at the place aforesaid, shall pay, or cause to be paid unto the said *P. F.* his Executors, Administrators or Assigns, the sum of, &c. of, &c. That as well this present grant, bargain, and sale of all and singular the said Woods, Underwoods, Timber, and Timber-trees above specified, and every part and parcel thereof, as also this present Indenture, and every covenant, clause, article and agreement in the same specified and contained, shall be utterly void, frustrate, and determined to all intents and purposes whatsoever: And the said *J. W.* doth for himself, his Heirs, Executors, Administrators and Assigns, covenant and grant, to and with the said *P. F.* his Executors, Administrators and Assigns, that he the said *P. F.* his Executors and Assigns, shall and may under the condition and conditions, proviso and provisos before specified, during the time and term above by these presents limited, have and enjoy the said Woods, Underwoods, Timber, and Timber-trees, now growing and standing upon the premises, and the fall & shore of them, without any let or interruption of the said *J. W.* his Heirs, Executors, Administrators or Assigns, or of any other person or persons, clayming, or pretending to have any right, title, or interest, by, from, or under him. And also that he the said *P. F.* his Executors and Assigns, and his and their servants, and workmen, under the condition and conditions, proviso and provisos, before in these presents specified, shall and may have free ingress, egress, and regress, into, and from the said two pieces and parcels of Wood-ground, upon which the said Woods, Underwoods, Timber, and Timber Trees, doe stand and grow, and every of them, with Horse, Cart and Carriage, at all times during the time aforesaid, for the selling, cutting down, hewing and carrying away the aforesaid Woods, Underwoods and Timber, at his and their will and pleasure, And he the said *P. F.* doth for him, his Heirs, Executors, Administrators and Assigns, covenant and grant, to and with the said *J. W.* his Heirs, Executors, Administrators and Assigns, that he the said *P. F.* his Executors and Assigns, shall not sell, nor cause to be sold, any of the said Woods, Underwoods, Timber & Timber trees, but in due and seasonable time of selling, according

Covenant, that the bargainee under the conditions before expressed, shall, during the time limited, enjoy the woods, &c. without interruption of him, or any person claiming under him, and that he shall have free ingress, egress, & regress, for Horse, Cart, &c. to cut & carry away the same.

Covenant, that the bargainee will not sell, or cause to be sold the said wood, &c. but in seasonable times, according to the custom of the country where they grow.

And that the bargainee, &c. will not destroy the springs after the fall of the woods, but will preserve the.

ding to the custom of the Country used in those parts, where the said premises grow, and continue; And also that he the said *P.F.* his Executors and Assigns, shall and will not hurt or destroy the shears and springs which shall grow in and upon the said premises after the fall of the said Woods as aforesaid, but shall and will to his and their uttermost power, keep, save and preserve the same. *In witness* whereof, &c.

¶ An Indenture of the sale of Woods, with Covenants to cole the said Wood upon the Ground, &c.

THis *INDENTURE* made, &c. Between *T.P.* of *W.* in the County of *S. Gent.* of th'one part, and *T. G.* of *E.* in the said County, Yeoman, of the other Party, *Witnesseth*, that the said *T. P.* for, and in consideration of the sum of, &c. of, &c. to him the said *T. P.* by the said *T. G.* well and truly in hand payed, whereof, and wherewith the said *T. P.* acknowledged himself to be fully satisfied, contented & paid, and thereof, and of every part thereof, doth by these presents clearly acquit & discharge the said *T. G.* his Heirs, Executors, and Administrator, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto the said *T. G.* his Executors, Administrators and Assigns, all and singular the Woods, Underwoods, and Trees, now standing, growing, or being in or upon the Lands, Tenements, or Hereditament of the said *T. P.* hereafter mentioned; that is to say, in or upon certain Lands called the *F.* lying together, and bounding to the Lands, &c. And further, the said *T. P.* doth by these presents, for him, his Heirs, Executors, Administrators and Assigns, and unto him the said *T. G.* his Executors, Administrators and Assigns granteth, that it shall and may be lawfull to and for the said *T. G.* his Executors, Administrators and Assigns, to have full power, free liberty, license and authority, for him, his heirs, &c. to sell, cut down, cleave out, hew, saw, cord and cole the said Wood, Underwoods, and Trees, or any part thereof before by these

Grant of full power and license to sell, cut down, cleave out, hew, saw, cord & cole the said wood, &c. at seasonable times, until the feast of, &c. & to carry away the same, &c.

pre-

resents, meant and intended to be bargained and sold, from time to time, and at all convenient and seasonable times, until the Feast of, &c. which shall be in the year of our Lord, &c. And further to have and enjoy free liberty, full power, licence and authority from him the said *T. P.* his Executors, to carry away all or any part of the said Woods, Vnderwoods, or Trees before mentioned to be bargained and sold, from time to time, and at all times convenient, and by convenient ways, untill the Feast of, &c. which shall be in the year of our Lord God, &c. And that it shall and may be lawfull to and for the said *T. G.* his Executors, &c. from time to time, and at all times, until the Feast of, &c. which shall be in the year of, &c. to dig and make pits for the sawing of the said Timber, and Cole-pits and Cole-places for making of the said Coals, and Colliers Lodges for the workmen, and to take earth and dust room, & other things necessary for the making and converting of the said Woods or any part thereof into coals upon the said premises, in such place and places as shall be most meet and convenient therefore, and least hurtfull unto the said *T. P.* his Heirs and Assigns. And the said *T. G.* doth by these presents, for him, his Heirs, &c. covenant and grant to and with the said *T. P.* his Heirs and Assigns, That neither he the said *T. G.* his Executors, Administrators, nor Assigns, nor any of them, shall not fell nor cut down, or cause to be felled or cut down, any of the Coppised woods in unseasonable time or times in the year; but only between the Feast of Saint Michael the Archangel, and the first day of May, in any of the said years; And the said *T. P.* for him, his Heirs, &c. doth by these presents covenant and grant to and with the said *T. G.* his Executors, &c. that he the said *T. G.* his Executors, Administrators, or Assigns, or any of them, shall or lawfully may have, take, and enjoy all and singular the said Woods, Vnderwoods, and Trees before mentioned to be bargained and sold, and every part and parcell thereof, with all such liberty, licence, and authority, as are before by these presents granted, according to the purport and true meaning of these presents, without any lawfull let or interruption of any person or persons, other than such part thereof as shall or ought to be payed for Tithes, if any such there shall be

And that it shall be lawfull for him to dig pits for sawing the timber, & colepits, &c. & to take earth & dust for the making of the said coles, in places most convenient, & least hurtfull.

Covenant that the grantee will not cut down, or cause to be cut down the Coppised woods, in unseasonable times; but at such time only.

Covenant that the Grantee may lawfully take & enjoy the said woods &c. without interruption of any person, other than such part as ought to be paid for Tithes.

Proviso, that if any part of the wood shall be upon the premises, after the Feast of, &c. that then, as to so much, the bargain & sale to be void, & the bargainee to have the same to his own use.

due; *Provided always*, that if any part of the said Woods or Trees before-mentioned to be bargained and sold, shall be remaining or lying upon any part of the said premises, after the Feast of, &c. which shall be in the year of our Lord God, &c. then for such, and so much thereof, this present bargain and sale to be void, and it shall from thenceforth be lawfull to and for the said T. P. his Executors, &c. to take or have the same to his or their own use or uses. *In witness* whereof, &c.

¶ Obligation Conditioned, for the payment of Money.

Notum Universi per Praesentes, nos, &c.

THE Condition, &c. That if they th'above bounden L. T. and J. T. or either of them, their, or either of their Heirs, Executors, Administrators or Assigns, or the Heirs, &c. of them or either of them, do well and truly content, satisfie and pay, or cause to be well and truly contented, satisfied and paid unto the above-named T. C. his Executors, Administrators, or Assigns, the sum of, &c. of, &c. at or upon the, &c. which shall be in the year of our Lord God, &c. at or in the South porch of, &c. That then, &c.

3 A Deed of Feoffment of a Messuage, Lodge, Garden, Orchard, &c. With general Warranty.

TO all Christian People, &c. Greeting in our Lord God everlasting; *Know ye*, that I the aforesaid T. H. for and in consideration, &c. to me the said T. H. by L. T. of the aforesaid Parish of R. in the aforesaid County of K Yeoman, in hand well and truly paid, whereof I do acknowledge my self to be fully satisfied and contented, and the said L. T. his Heirs, Executors,

tutors, and Administrators thereof fully to be acquitted and exonerated by these presents, have given, granted, delivered, infeoffed, and by this my present Writing confirmed unto the aforesaid *L. T.* his Heirs and Assigns; one Messuage or Tenement, with th'appurtenances, one Barn, one Hay-house called a Lodge, with all edifices to the said Messuage belonging or appertaining, one Garden, one Orchard, and 9 pieces or parcels of Land, Meadow, and Pasture, with th'appurtenances, containing in the whole, by estimation, 20 acres of Land, Meadow and Pasture, be they more or less, situate, lying and being in the Parish of *P.* in the aforesaid County of *K.* and abutting on a certain Lane there, called *M. lane*, leading between *L. & N.* towards the West, to the lands of *R. L.* and *R. S.* towards the South, & the Lands of the said *R. G.* towards the East & North, as by the metes and bounds thereof they are divided, are set forth, & well known; To have and to hold the aforesaid Messuage or Tenement, with th'appurtenances, the aforesaid Barn, Hay-house, called a Lodge, the aforesaid Garden, Orchard, and the aforesaid 9 pieces or parcels of Land, Meadow and Pasture, with th'appurtenances, and all other the premises whatsoever, with their and every of their appurtenances aforesaid, to the said *L. T.* his Heirs and Assigns for ever, to hold of the chief Lord of the Fee thereof, by the services thereof heretofore due, and of right accustomed. And I the aforesaid *T. H.* and my Heirs, the aforesaid Messuage or Tenement, with th'appurtenances, the aforesaid Barn, Hay-house, called a Lodge, the aforesaid Garden, Orchard, and the said 9 pieces or parcels of Land, Meadow, and Pasture, with th'appurtenances, & other the premises whatsoever, with every of their appurtenances, to the said *L. T.* his Heirs and Assigns, against me and my Heirs, and all other men will warrant, and for ever by these presents defend. *In witness, &c.*

Livery upon the Deed of Feoffment.

PEaceable possession and seisin of the Messuages, Lands, and other the premises contained in this Deed, was delivered by the within-named *T. H.* to the within-named *P. M.* and to

to his Heirs, according to the form and effect of this Deed, in the presence of us whole names are underwritten.

And when it is by Attorney, thus.

PEACEABLE possession and seisin of all and every the premises in this Deed contained, was delivered the 9th day of *June*, in the year within written, by *R. S.* and *N. B.* within-named, Attorneys of the said *I. D.* within named, to the said *E. H.* according to the force, form, and effect of this Deed, in the presence of those whose names are under-written.

¶ A Bargain and Sale, upon Condition for the payment of a certain sum of money, upon a day, by the Rendor to the Rendee, with Warranty against all Men, in manner and form of an usual Indenture of Mortgage.

THIS *INDENTURE* made, &c. Between *W. L.* of *H.* in the County of *S.* Yeoman, of th'one part, and *T. S.* of *L.* in the said County, Yeoman, on th'other part, *Witnesseth*, that the said *W. L.* in consideration of the sum of, &c. of, &c. to him the said *W.* by him the said *T. S.* before the enfealing and delivery of these presents, well and truly in hand paid, whereof, and wherewith the said *W. L.* acknowledgeth himself to be fully satisfied, &c. hath given, granted, bargained, and by these presents doth give, &c. unto the said *T. S.* all that the Site and Manor of *L.* with the appurtenances, lying and being in *H.* aforesaid, and all and singular those lands, tenements, rents, services and hereditaments whatsoever in *H.* aforesaid, being part, parcel, or member of, or belonging to the said Site, or Manor of *L.* containing in the whole, by estimation, &c. and all and singular the lands, tenements, and hereditaments in *L.* aforesaid, called and known by the name of, &c. And further the said *W. L.* hath for the consideration aforesaid, given, granted, &c. unto the said *T. S.* the reversion and

rever-

reversions, remainder and remainders of all and singular the said Site and Manor, and of all other the premises before by these presents mentioned to be bargained and sold; And all rents, services, and other thing reserved upon, or payable by reason of any demise or lease of the said premises, or any part thereof; *To have and to hold* all and singular the said Site and Manor, &c. before by these presents mentioned to be bargained and sold, with all and singular their appurtenances, unto the said *T. S.* his Heirs and Assigns for ever; And the said *W. L.* doth by these presents, for him, his Heirs, &c. Covenant and grant to and with the said *T. S.* his Heirs, &c. and every of them, in manner and form following; that is to say, that he the said *W. L.* is at the time of th' enfealing and delivery of these presents, and at the time of the first estate thereof to be made, executed, or conveyed unto the said *T. S.* lawfully seized in his own right, and to his own use, of and in the said Site & Manor of *L.* and of and in all and singular the Lands, Tenements, and Hereditaments, and other the premises before by these premises mentioned to be bargained & sold, with the appurtenances, & of & in every part thereof, in his Demesne, as of Fee-simple, of a good, sure, lawfull, rightfull, absolute, and indefeasible Estate, without condition, mortgage, or limitation of use or uses, and at the time of th' enfealing & delivery of these presents, hath, and at the time of the first estate thereof to be made, exempted or conveyed, shall have full, lawfull, and rightfull authority in his own right, to bargain, sell, and convey the said premises, and every part thereof, unto the said *T. S.* and his Heirs, according to the purport or effect of these presents, and that the Site and Manor of *L.* and all other the Lands, Tenements, & Hereditaments, and premises before-mentioned to be bargained & sold, at the time of th' enfealing & delivery of these presents, be, & from time to time, & at all times hereafter, shall continue, remain, & be clearly acquitted and discharged, or by the said *W. L.* his Heirs, &c. sufficiently saved harmless, and indemnified, of & from all manner of Bargains, Sales, Feoff-

Covenant that the bargainor is seized of a good & indefeasible estate in fee-simple, & that he had full power in his own right to bargain & sell the premises.

And that the premises are, and so shall continue, clearly acquitted and discharged, or else sufficiently saved harmless, from all former Bargains,

Sales, Feoffments, &c. Charges, &c. except the Rents due to the Lords of the Fee, and the Dower of the Mother of the Bargainer.

G

ments,

And that the bargainer shall peaceably hold, & enjoy the premises, without any lawful eviction, or disturbance of any person, except the Lord of the Fee touching his Survey, and the Mother touching her Dower.

Provido, that upon payment of such a sum at such a day, that the bargain and sale shall be void; & that it shall be lawful for the bargainer to re-enter, &c.

ments, Alienations, and from all manner of Estates, Tails, Viles, Statutes Merchant and of the Staple, Recog. Judgements, Condemnations, Annuities, Rent-charges, Rent-secks, Arrerages of Rents, Conditions, Forfeitures, Entries or Re-entries for Condition or Conditions, broken Joyntures, Dowers, titles of Dower, and of, and from all other interests, titles, charges, and incumbrances whatsoever, before the enfealing and delivery of these presents, had, made, done, committed or executed, or at any time hereafter before the time of the making, executing, or conveying of the first estate of the said premises unto the said T. S. to be had, done, made, committed, or executed by the said W. L. his Heirs or Assigns, or by any other person or persons whatsoever; The rents and services from henceforth to grow due, or payable for, the said premises, or any part thereof, to the Lord or Lords of the Fee or Fees thereof, and the Dower or title of Dower, according to the course of the Common Law, of *Eliz.* Mother of the said W. L. now Wife of *M. F.* only excepted. And further, that the said T. S. his Heirs and Assigns, shall or may, from time to time, and at all times hereafter, lawfully and quietly have, hold, and enjoy the said Site and Manor, and all other the premises before-mentioned to be bargained and sold, according to the purport, and true meaning of these presents, without any lawful eviction or expulsion, let, or disturbance of the said W. L. his Heirs or Assigns, or any other person or persons; The Lord or Lords of the Fee or Fees of the said premises, touching only their Seigniority of and in the same, and not otherwise, And the said *Elizabeth* touching only her Dower, or title of Dower, according to the course of the Common Laws, of the endowment of *W. A.* deceased, and not otherwise, only excepted. *Provided always,* that if the said W. L. his Heirs, &c. or any of them, shall, or lawfully will well and truly pay, or cause to be payed unto the said T. S. his Executors, Administrators, and Assigns, in or upon, &c. next insuing the date of these presents, at or in, &c. the sum of, &c. without fraud or further delay, that then, and from thenceforth, this present gift, grant, bargain and sale, shall cease, be void, and of none effect; and that then, and from thenceforth, it shall and may be lawfull to &c. for the said W. L.

his.

his Heirs and Assigns, into the said Site and Manor of *L.* and into all other Lands, Tenements, and Hereditaments, and other the premises before by these presents mentioned to be bargained and sold, to re-enter, and the same to have again, repossess, and enjoy, as in his and their former estate, any thing before in these presents contained to the contrary notwithstanding. And further, the said *W. L.* doth by these presents for him, his Heirs, &c. Covenant and grant to and with the said *T. S.* his Heirs, Executors and Assigns, that if default in payment of the said sum of, &c. or any part thereof, shall happen to be made by the said *W. L.* his heirs, &c. at the time and place before limited for the payment thereof, contrary to the limitation aforesaid, that then the said *W. L.* his Heirs and Assigns, and every other person and persons whatsoever, any interest or thing having, or lawfully claiming to have, of, in, or to the said Site or Manor of *L.* and other the Lands, Tenements, Hereditaments, and premises before mentioned to be bargained or sold, or of, or into any part thereof, by, from, or under the said *W. L.* shall and will, from time to time, and at all times, during the space of, &c. next ensuing such default in payment, upon reasonable request, and at the costs and charges in the Law of the said *T. S.* his Heirs or Assigns, knowledge, make, do, execute, and suffer, or cause to be made, done, knowledged and executed, all and every such act and acts, thing and things, devise and devises in the Law whatsoever, for the further assurance, better surety, sure making, or conveying of the said Site and Manor, and other the premises, and of the absolute inheritance thereof, unto the said *T. S.* his Heirs and Assigns, be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, Deed or Deeds, inrolled or not inrolled, or by the inrollment of these presents, Release, Confirmation, or otherwise, with Warranty against all men, or without Warranty, or by all, any, or as many of the said assurances and conveyances, with Warranty against all persons, or without Warranty, as by the said *T. S.* his Heirs or Assigns, or by his or their learned Counsel in the Law shall be reasonably devised, or advised and required; * And moreover, that the said *W.* his Heirs, Executors, or Assigns, shall and will, within the half year next ensuing such default in payment

And that if the bargainer fail in payment of the said sum, &c. that he and all other persons, claiming any interest under him, shall upon request, and at the cost and charges in the Law of the bargainee, make further assurance, be it by Fine, Feoffment, &c.

* And further, that he within such a time after default in payment, will deliver all the evidences concerning the premises.

of the sum of, &c. (if default in payment thereof shall be made well and truly deliver, or cause to be delivered unto the said, *T. S.* his Heirs or Assigns, to the proper use and behoof of him the said *T. S.* his Heirs and Assigns, all and singular the Deeds, Evidences, Charters, Court-Rolls, Rentals, Terrors, and Writing, touching or concerning only the premises before-mentioned to be bargained and sold, or touching any part thereof, or of any of them, as he the said *W. L.* or any other person or persons, to his, or by his delivery, now hath or have, or may lawfully come by, without Sute in the Law, or then shall have, or may lawfully come by, without Sute in the Law, whole, safe, uncanceled, and undefaced. *In witnesse* whereof, &c.

The Bargainer doth Covenant with

the Bargainee, that he is seised of an Estate, in Fee, in his own Right, that he will free him from all Evidences, &c. except from *R.* &c. and that he will make him further assurance, &c.

AND the said *W. B.* doth by these presents, for him, his Heirs, &c. Covenant and grant, to and with the said *I. L.* his Heirs, &c. in manner and form following; that is to say, That he the said *W. B.* is at the time of the enfealing and delivery of these presents, lawfully seized in his own right in his Demean, as of Fee-simple, of and in the said Messuage, &c. and other the premises before by these presents mentioned to be bargained and sold, with th'appurtenances, of a good, sure, lawfull, and rightfull estate in Fee-simple; And then had good rightfull power, and lawfull authority to bargain, sell, and alien the said Messuage, and other the premises, with th'appurtenances, and every part and parcel thereof, unto the said *I. L.* his Heirs and Assigns; And that the said *I. L.* shall, or lawfully may from time to time, and at all times hereafter, for ever, lawfully and quietly have, hold, occupy, and enjoy the said Messuages, &c. without any lawfull let, eviction, expulsion, or disturbance of the said *W. B.* his Heirs or Assign, or of any other person,

son or persons whatsoever; other than of and from such evictions and disturbances, as by the Heirs or Assigns of *R. B.* late of *B.* in the said County deceased, shall hereafter happen to be made by re-entry upon the said premises, according unto a Condition in a certain Deed Indented, bearing date, &c. contained; by reason only for and in default of payment hereafter by the said *I. L.* his Heirs or Assigns, to be made unto the said Heirs or Assigns of the said *R. B.* deceased, contrary to the form of the said Condition of one Annuity or yearly Rent of payment, of, &c. hereafter in or by the said Indenture reserved, granted, or payable unto the said *R. B.* his Heirs or Assigns, of some part thereof; And that the said Messuage, &c. and all and singular other the premises before by these presents mentioned to be bargained and sold, with th'appurtenances, at the time of the enfealing and delivery of these presents, be, and so from time to time, and at all times hereafter, shall continue, remain, and be unto the said *I. L.* his Heirs and Assigns, clearly acquitted and discharged, or else sufficiently saved harmless and indemnified, of, and from all and all manner of Mortgages, Feoffments, grants, alienations, Entails, Joyntures, Dowers, Leases, Conditions of Statutes Merchant, and of the Staple, Recogn. Rent-charges, Rent-secks, Arrerages of Rents, Judgements, Condemnations, Executions, and of and from all other interests, titles, charges, and incumbrances whatsoever, had, made, done, executed, committed or suffered by the said *W. B.* his Heirs or Assigns, or by any other person or persons whatsoever; The Rents and Services from henceforth to be due and payable to the Lord or Lords of the Fee or Fees thereof; And one yearly Rent or payment of, &c. a year, due or payable unto one *I. B.* of *S.* aforesaid, and his Heirs; And all re-entries by the Heirs and Assigns of the said *R. B.* hereafter to be made, by vertue of the said recited Condition only, for, and in default of payment after the enfealing and delivery of these presents by the said *I. L.* his Heirs and Assigns, to be made by the Annuity or yearly rent, or payment of, &c. in or by the said recited Indenture reserved or payable, only excepted and foreprised. And also that the said *W. B.* and *M.* his Wife, and the Heirs and Assigns of the said *W.* and all and every person

or persons, any thing in the said Messuages and premises, or in any part thereof, having, or lawfully claiming to have, by, from, or under the said *W. B.* his Heirs and Assigns, shall and will, from time to time, and at all times hereafter, during the space of, &c. next ensuing the date of these presents, upon reasonable request, and at the cost and charges in the Law of the said *I. L.* his Heirs and Assigns, knowledge, make, do, execute and suffer, or cause to be made, done, knowledged, and executed unto the said *I. L.* his Heirs or Assigns, or to such other person or persons, as he or they shall nominate & appoint; All and every such further act and acts, thing or things, devise and devises whatsoever, be it by Fine, Feoffment, Recovery with Voucher or Vouchers, Release, Confirmations, with Warranty against all persons, or without Warranty, or by any, or as many of these wayes and means, or by any other lawfull assurance, or assurances, as by the said *I. L.* his Heirs or Assigns, or by his, or their learned Counsel in the Law shall be reasonably devised or advised. And finally, the said *W. B.* doth by these presents, for him, his Heirs, &c. further covenant and grant, to and with the said *I. L.* his Heirs, &c. that the said recited Condition in the said recited Indenture contained, made or reserved for the payment of the said Annuity or yearly rent, or payment of &c. is not, nor at any time heretofore hath been, by him the said *W.* his Heirs or Assigns broken, nor that the Heirs or Assigns of the said *W. B.* nor any person or persons, may, or ought, for or by reason of any default in payment of the said yearly rent, or payment of the said, &c. nor for any other condition, cause, or matter whatsoever, heretofore made, done, committed, executed, or suffered, enter or re-enter into the said Messuage, or other the premises, or any part thereof, or lawfully defeat the estate, interest or possession of the said *W. B.* his Heirs or Assigns, or of the said *I. L.* his Heirs or Assigns, or any part thereof, in and to the said Messuage and premises, or of, in, or to, any part or parcel thereof. *In witness* whereof, &c.

A Covenant that the Bargainer is solely seised of a rightfull estate in Fee, or Fee-tail, the Reversion or Reversions not to the King.

AND the said *I. R.* doth by these presents, for him, his Heirs, &c. covenant and grant, to and with the said *I. G.* his Heirs, &c. in manner and form following, *viz.* That he the said *I. R.* at the time of the enfealing and delivery of these presents is solely, lawfully, and rightfully seised of and in the said Manor, Lands, Tenements, Rents, Services, and other the premises with the appurtenances in his own right in his demean, as of Fee-simple, or in Fee-tail general, or as heir of the tail special of an absolute estate, without condition or determination, otherwise than for default of issue of his body lawfully begotten, with the reversion or reversions thereof in Fee-simple to him and his Heirs, or to some other common person, and not to the Commonwealth, &c. immediatly appertaining, &c.

Covenants, that the Bargainer shall make satisfaction for so much of the premises as shall be recovered from the Bargainee.

AND further the said *I. T.* doth by these presents, for him, his Heirs, Executors and Assigns, covenant and grant to and with the said *A. L.* That he the said *I. T.* his Heirs, &c. shall and will likewise from time to time, and at all times, for ever, from and after the enfealing and delivery of these presents, either well and sufficiently save, and keep harmlesse, as well the said *A. L.* his Heirs and Assigns, as also the said capital Messuage, Lands, Tenements, and Hereditaments before mentioned to be bargained and sold, with all and singular their appurtenances, of and from all and all manner of Rent-secks, Arrerages of Rents, Statutes Merchant, & of the Staple, Recog. judgments, Execu-

Executions, Forfeitures, Amerciaments, Intrusions, and of and from all other interests, titles, charges and incumbrances whatsoever, before the enfealing and delivery of these presents had, made, done, committed, or executed, which at any time or times hereafter, before the full and perfect execution of such good and perfect estate of the said premises, as by these presents are meant to be had, made, done, executed and conveyed unto the said *A. L.* his Heirs and Assigns, shall be had, made, done, committed or executed by the said *I. T. J. S.* the Father, &c. or by either or any of them, or by the right, estate, consent, means or procurement of them, or either, or any of them; The said old and accustomed rents, customs, and services before excepted, and the said Lease for term of years made unto the said *I. L.* always excepted: Or else, if the said *I. L.* his Heirs or Assigns shall at any time or times hereafter happen to be damnified by reason of the act or acts, person or persons aforesaid, or every, or any of them, then the Vendor to make satisfaction as followeth, of any the Rents, Arrerages, Statutes, Recog. Judgements, Executions, Fines, Issues, Amerciaments, Intrusions, Interests, Titles, charges, or incumbrances last before recited (except before excepted) That then and so often he the said *I. T.* his Heirs, Executors, Administrators & Assigns, or some of them, shall & will, after such damnification had and sustained, within the space of, &c. next after notice thereof, and request therefore to be made to the person of the said *I.* or of his Heirs, Executors, or Administrators, or else by open publication in the Parish Church of *W.* in the said County upon some Sunday in the forenoon, in the presence of 10 of the Parishioners of *W.* aforesaid, at the least, by the said *A. L.* his Heirs, &c. or any of them, well and truly content, satisfy, and recompence or pay unto the said *A. L.* his Heirs and Assigns, and his, and their, or one of their Executors and Administrators, or some, or any of them, at one whole payment, at or in the Church Porch of *R.* aforesaid, all such damages as the said *A.* his Heirs or Assigns, thereby, or by reason of the same, then, or before that time, shall have sustained, or then shall or may thereby sustain. And moreover, the said *I. T.* for him, his Heirs, Executors, Administrators and Assigns, covenanteth and granteth, to and with the said *A. L.*

his

his Heirs and Assigns, by these presents, that if the said Freehold and Inheritance of the said capital House or Tenement, and other the premises before by these presents mentioned to be bargained and sold, or any part thereof, shall at any time or times hereafter happen to be by any former title grown or accrued before the delivery of these presents, or by reason of any act or thing had, made, or done, or suffered before the delivery of these presents, without fraud or covin, on the part and behalf of the said *A. L.* his Heirs or Assigns, or any of them, by any lawfull Action, Sute, Iudgment, Execution, or Entry lawfully recovered or evicted from the said *A. L.* his Heirs or Assigns, or by any person or persons, other then by the said *I. T.* and *I. S.* the Father, or either of them, and other then by the Heirs and Assigns of them, or any of them, or claiming in, by, from, or under them, either, or any of them, and other then by the Ancestor or Ancestors of the said *I. T.* his Heirs or Assigns, or any of them, That then the said *I. T.* his Heirs, Executors, Administrators or Assigns, shall and will, after such recovery, eviction, or expulsiō, within the space of &c. next ensuing such notice thereof as aforesaid given, well and truly pay, or cause to be payed, unto the said *A.* his Heirs or Assigns, or his or their, or one of their Executors, Administrators or Assigns, at or in the Porch of the Parish Church of *R.* aforesaid, in manner and form following, that is to say, so many sums of, &c. of, &c. as there shall be acres of the premises before mentioned to be bargained and sold, so recovered or evicted as aforesaid, (except the capital messuage or tenement, if the same or any part thereof shall happen to be as aforesaid recovered or evicted) or the said *A.* his Heirs or Assigns, to be of the freehold or inheritance thereof as aforesaid, lawfully expelled or evicted, the sum of, &c. of lawfull, &c.

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An Indenture to lead the use of a Fine, of some part of the premises, and to lead the use of a Recovery of the residue, the use of some part of the premises, to be to the Vendee absolutely, and of the residue, but upon Condition, for the assurance of certain money, hereafter to be payed by the Vendee unto the Vendor.

THis *INDENTURE* made, &c. Between *H. P.* of, &c. of th'one part, and *I. F.* of th'other part, *Witnesseth*, That for and in consideration of, &c. And also for divers good causes and considerations hereafter mentioned, it is covenanted, granted, concluded, condiscended, and fully agreed, by and between the parties to these presents, and either of the said parties do by these presents, for them, their Heirs, Executors, Administrators and Assigns, covenant, grant, conclude and condiscend in manner and form following, that is to say, That the said *H. P.* shall before the first day of, &c. next ensuing these presents, at the costs and charges in the law of the said *I. F.* his Heirs and Assigns, before the Justices of Common-pleas at *West.* acknowledge and levy one *Fine sur. cogniz. d. droit com. con que il ad. de sen.* don, with proclamations, according to the form of the Statute in that case provided, in due form of Law to be levied unto the said *I. F.* of all that his house, water-mill, and parcel of ground, containing by estimation one acre, situate and being in *B.* in the said County of *S.* aforesaid, by such number, names of acres, & quantity of land, as in the said Fine, so to be levied, shall be contained; which said Fine so to be levied, and the execution thereupon to be had, shall be to the only use and behoof of the said *I. F.* his Heirs and Assigns for ever, and not to any other use or uses. And further, that the said *I. F.* shall, before the first day of, &c. next ensuing the date of these presents, at the costs and charges in the Law of the said *I. F.* purchase and sue forth against him the said *H. P.* one original writ of *Entre sur disseisin in l' post* returnable before the said Justices of the said Court of Common-pleas, to demand against him the said *H.* all those the Manors, Messuages, Lands, Tenements, Meadows, Pastures, Woods, Underwoods, Rents, Services & Hereditaments, called or known by

That part of the Indenture which is to lead the use of the Fine.

That part which is to lead the use of the Recovery.

by the name of *B.* with the appurtenances, situate, and being in *S.* aforesaid, and all other the messuages, lands, tenements, meadows, pastures, feedings, woods, commons, wayes, waters, rents, reversions, services, Court leets, liberties, and all other hereditaments, whatsoever they be, lying and being in *S.* aforesaid, which *A.P.* Father of the said *H.* sometimes purchased & had of *I.F.* Esq; by certain names, number of acres, and quantity of land, to be in the said writ contained, unto which said writ, so to be purchased, the said *H.P.* shall appear *gratis*, & vouch to warranty the common Vouchee, who shall likewise appear *gratis*, enter into the warranty and plead, and after make default, and that thereupon judgment to be given, that the said *I.F.* shall recover the said Manor, messuages, lands, tenements, hereditaments, & all other the premises, with the appurtenances, against the said *H.P.* and the said *H.P.* shall recover in value against the common Vouchee, so that a perfect recovery may be thereupon had, and that both the said parties to these presents, and the said common Vouchee, shall at the costs and charges in the Law of the said *I.F.* make, do; and execute all and every matter and thing whatsoever, meet, necessary, or expedient, for the prosecution of the said recovery, according unto the course of common Recoveries with single Voucher in such cases, which said recovery so to be had and executed, and the execution thereof, and the said Manor, messuages, lands, tenements, hereditaments, & all other the premises, shall be to the only use & behoof of the said *I.F.* his Heirs and Assigns for ever. *Provided*, that if the said *I.F.* his Heirs, Executors, Administrators or Assigns, shall not well and truly content and pay, or cause to be well and truly contented, satisfied and paid unto the said *H.P.* his Heirs, Executors, Administrators or Assigns, in, or upon the, &c. which shall be, &c. the sum of, &c. at or in the now dwelling house of the said *H.P.* situate in *H.* aforesaid, but in payment thereof, or of some part thereof, shall make default, contrary to the effect, intent, & true meaning of these presents, that then and from thenceforth the uses before limited, of, or concerning the said Manor-house, or principal messuages or tenements, also of or concerning all those lands, &c. shall cease and determine, and that then and from thenceforth the said Manor-house, &c. and the said Recovery thereof as

Provido, that if the recoverer fail in payment of such a sum, that then the uses limited to him, to be void.

Covenant, that the land under the condition aforesaid is & shall continue, either acquitted or sav'd harmlesse from all former bargains, &c. except the condition aforesaid, and the rents due to the Lord of the Fee.

Or else that the recoverer will, if the recoverer shall be lawfully expelled, except by such incumbrances before excepted, within, &c. after notice of such expulsion, pay so much, as the recoverer shall be damnified thereby.

aforesaid to be had and executed, and the execution thereof to be taken, for and concerning only so much of the said premises as are before mentioned to be bounden out, and the use thereof, and all and every other person and persons that shall stand or be seized thereof, or of any part thereof, shall from and after such default in payment, to be as aforesaid made by the said *I. F.* his Heirs, Executors, Administrators & Assigns, or any of them, of all or any part of the said sum of, &c. stand and be thereof seized to the only use and behoof of the said *H. P.* his Heirs & Assigns for ever, and not to any other use or uses, and the said *H. P.* for him, his Heirs, Executors, Administrators and Assigns, doth by these presents covenant and grant to and with, &c. in manner and form following, that is to say, that the said Manor, Messuage, &c. at the time of the enfealing & delivery of these presents, be, and so from time to time, & at all times hereafter, under the said proviso and condition before mentioned, shall remain, continue, and be, unto the said *I. F.* his Heirs and Assigns, according to the limitation and use aforesaid, either clearly acquitted, and discharged, and sufficiently saved harmlesse, of and from all, and all, and all manner of former bargains, sales, gifts, alienations, Leases, Conditions, &c. whatsoever before had, made, done, executed or committed by the said *H. P.* his Heirs or Assigns, or by *H. P.* Esq; deceased, Father, &c. his Heirs or Assigns, or by any other persons or persons by their consent, means, or procurement, or either of them, or by reason or means of any other act or thing whatsoever, heretofore, or before the making or conveying of the first estate or assurance of the said premises to the said *I. F.* to be had, made, done, executed, or committed, by the said *H. P.* his Heirs or Assigns, or by any other person or persons whatsoever, by his or their consent, means or procurement; All such incumbrances which are or shall be, or happen, by reason or means of the said proviso; And the rents, payments, and services from henceforth to grow due or payable, for or by reason of the premises, or any part thereof, to the Lord or Lords of the Fee or Fees thereof, and one Lease heretofore made by the said *H.* of a Tenement, &c. which upon the yearly rent of, &c. is reserved, & shall or ought to be payable, during the term yet to come, unto the said *I. F.* his Heirs and Assigns only excepted; or else that if, and

as often as the said *I. F.* his Heirs and Assigns shall at any time or times hereafter happen to be, without fraud or covin, lawfully expelled or evicted, of all, or any part of the said Manor, Messuages, &c. except by reason of such incumbrances as be before excepted; That then, and so often, the said *H. P.* his Heirs, Executors or Assigns, shall and will within, &c. next after notice to him, or any of them given, by the said *I. F.* his Heirs or Assigns, of any such eviction, expulsion, or damnification (except before excepted) well and truly pay and satisfy unto the said *I. F.* his Heirs, Executors, Administrators or Assigns, so much as the said *I. F.* his Heirs or Assigns shall sustain, or be damnified, by means of any eviction, expulsion, or damnification, upon, or by reason of any the incumbrances aforesaid (except before excepted.) And further, the said *H. P.* doth by these presents, or him, his Heirs, Executors, Administrators and Assigns, and every of them, Covenant and grant, to and with the said *I. F.* &c. that he the said *H. P.* his Heirs and Assigns, and all and every other person or persons whatsoever, any estate, interest, or thing having, or lawfully claiming, in all or any of the said Manor, Messuages, &c. or any part thereof, by, from, or under him the said *H. P.* his Heirs or Assigns, other than the said *I. R.* concerning the said interest or lease before excepted, shall and will from time to time, and all times hereafter, during the space of, &c. next ensuing the date of these presents, upon reasonable request, and at the costs and charges in the Law of the said *I. F.* his Heirs or Assigns, knowledge, make, do, execute and suffer, or cause to be made, done, knowledged and suffered; all and every such further and reasonable act and acts, thing and things, devise and devises in the Law whatsoever, for the further assurance of the said premises, or any part thereof, according to the purport, & true meaning of these presents, other than the said Manor-house, &c. And such part and parcel of the said premises, as is before bounden, and limited out, be it by Fine, Feoffment, &c. And further, if the said *I. F.* his, &c. or any of them, shall well and truly content, and pay, or cause to be well and truly contented and paid, unto the said *H. P.* his Executors, &c. the said sum of, &c. according unto the purport and true meaning of the said proviso, at the time and place limited for the

Covenant, to make further assurance of the premises, other than of the Lands contained under the proviso.

And that if the Recoverer do pay the money according unto the proviso, that then the Recoverer will make further assurance likewise of these lands.

payment thereof, that then the said *H. P.* his Heir and Assigns and all and every other person and persons whatsoever, any estate, interest or thing having, or lawfully claiming to have, and in all, or to any part of the said Manor, Messuages, &c. before by these presents mentioned to be bounden out, shall and will from time to time, and at all times after the payment of the said sum of, &c. according to the said proviso, during the space of, &c. next ensuing such payment, at the costs & charges in the Law of the said *I. F.* &c. knowledge, do, make, execute, &c. for the further absolute assurance, better surety, and surer making and conveying of the said Manor-house, Messuages, &c. before mentioned to be bounden out, be it by Fine, Feoffment, &c.

¶ An Indenture to lead the use of Fine, and Recovery.

THIS *INDENTVRE* Tripartit, made, &c. Between *I. G.* &c. of the first party; *R. R.* of, &c. of the second party; and *T. A.* of, &c. of the third party, *Witnesseth*, that for divers good causes and considerations it is covenanted, granted, concluded, condiscended, & fully agreed upon, by and between all the parties to these presents, & either of the said parties do by the presents, for the, their heirs, &c. covenant, grant, conclude, condiscend, and fully agree to and with the other, their Heirs, Executors, Administrators and Assigns, in manner and form following, that is to say, that the said *I. G.* shall and will before the, &c. next, &c. at his own proper cost & charges in the Law before the Justices of the Court of Common-pleas at *Windsor*, knowlege one Fine, *sur cognizance, & droit come ceo, &c.* *il ad & son* done unto the said *R. R.* and *T. B.* with Proclamations according to the form of the Statute in such case made & provided in due form of Law to be levied, of all that the Messuages, &c. situate, lying and being, in the Parish of *H.* in the County of *K.* now in the tenure or occupation of *A. T.* younger, and sometime were the lands, tenements and hereditaments of *W. H.* deceased by certain names, number of acres,

qua

quantity of land in the said Fine to be contained. By which fine, the said *I. G.* shall acknowledge the said Messuages, &c. and all and singular other the premises, with th'appurtenances, to be the right of the said *R. R.* and *T. B.* as those which the said *R. R.* and *T. B.* shall have of the gift of the said *I. G.* and the same shall remife, release, and quit claim unto the said *R. R.* and *T. B.* and their Heirs for ever; which said Fine so to be acknowledged and levied, and the execution thereupon to be had and taken, and the said Messuages, &c. shall be adjudged, deemed, and taken to be, and every part and parcel thereof, to the only use and behoof of the said *R. R.* and *T. B.* their Heirs & Assigns for ever; and not to any other use. And further, that the said *R. R.* and *T. B.* shall after the said Fine so to be acknowledged and levied, permit and suffer the said *T. A.* party to these presents, and *I. G.* to purchase and sue forth against them the said *R. R.* and *T. B.* one Writ of Entry *per disseisin et post*, &c. and thereby to demand against them the said *R. R.* and *T. B.* the said Messuages, and all other the premises, with the appurtenances, by certain names, in the said Writ to be contained, unto which said Writ so to be purchased, the said *R. R.* and *T. B.* shall appear *gratis*, and Vouch to warrant the said *I. G.* which said *I. G.* shall likewise appear *gratis*, and enter into Warranty, & plead, and after make default, and that thereupon judgement shall be given that the said *T. A.* party to these presents, and the said *I. G.* shall recover the said Messuages and other the premises with the appurtenances, against the said *R. R.* and *T. B.* and that they shall recover over in value against the said *I. G.* and that he shall recover in value against the Common Vouchee, so that a perfect recovery thereupon be had: And that all the said parties to these presents, & the said Common Vouchee, shall make, do, and execute all and every matter and thing meer, necessary, and expedient for the prosecution of the said Recovery, according to the course of common recoveries with double Voucher in such case used, which said Recovery so to be had and executed, and the execution thereof, shall be and inure to the only use and behoof of the said *I. G.* his Heirs and Assigns for ever, and not to any other use, intent, or purpose. *In witnesse, &c.*

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¶ An Indenture to lead the use of a Fine only.

THis *INDENTURE* made, &c. Between *L. R.* of &c. of the one part, and *W. R.* of, &c. of th' other part, *Witnesseth* that it is covenanted, &c. by and between the parties to these presents, and the said *L. R.* for her, her Heirs, Executors, Administrators and Assigns, doth covenant, &c. in manner and form following, that is to say, that she the said *L. R.* shall and will before the Feast of, &c. by Fine in due form of Law to be levied in the Court at *Westminster* before the Justice of the Common Pleas, with Proclamations, according unto the form of the Statute in that case provided, acknowledge all that the Barn, &c. hereafter mentioned, that is to say, one Barn, &c. in *W.* afore said, whether more or lesse thereof there be had, called and known by the names, &c. and bounding and abutting in manner and form following, that is to say, by such names, number of acres, and quantity of Land, Meadow and Pasture, as in the said Fine shall be mentioned to be the right of the said *W. R.* as that which the said *W. R.* hath of the grant of the said *L.* and that the said Fine so to be levied, and the execution thereupon to be had or taken, shall be to the only use and behoof of the said *W. R.* his Heirs and Assigns, and not to any other use or uses. In *Witness* whereof, &c.

An Indenture to lead the use of a Recovery.

THis *INDENTURE* Quadrupartit, made, &c. Between *H. P.* of, &c. of the first party; *T. P.* of, &c. of the second party; *I. T.* and *I. S.* of the third party, and *A. P.* of, &c. Widow, late wife of *T. P.* deceased, of the fourth party; *Witnesseth*, that for divers, &c. it is covenanted, &c. by and between the said parties to these presents, and either of the said parties do by these presents covenant, &c. to and with th' others, in manner

and

and form following, that is to say, that the said *J. T.* and *J. S.* shall on this side, and before the Feast of, &c. next ensuing, &c. purchase and sue forth out of the high Court of Chancery, one original Writ of *entre sur dissein in l. post.* against the said *H. P.* returnable before the said Justices, &c. at a certain time in the said Writ to be mentioned, and by the said Writ shall demand against the said *H. P.* all the Lands, &c. Situate, lying and being in *H.* and *K.* or in either of them, in the said County of *S.* called or known by the name of, &c. or by whatsoever other name or names the same been called or known, or as part, parcel, or member thereof, reputed, esteemed, or taken, containing in all, by estimation, &c. whether more or less, & also all and singular other the premises, with th'appurtenances, in *H.* *W.* afore said, or in either of them, which the said *H. P.* late purchased, or had of the gift or grant of the said *T. P.* party to these presents, by certain names, number of acres, and quantity of land in the said Writ to be specified, unto which said Writ the said *H. P.* shall appear *gratis*, and take upon him the Tenancy of the said Lands, Tenements, and other the premises, with the appurtenances, and Vouch to warranty the said *T. P.* party to these presents, who shall likewise appear *gratis*, and after shall make a departure in despite of the Court, so that judgment shall be thereupon given, that the said *J. T.* and *J. S.* shall recover the said Lands, &c. and other the premises in the said Writ to be contained, against the said *H. P.* and that the said *H. P.* shall recover in value against the said *T. P.* party to these presents, and the said *T. P.* party to these presents shall recover in value against the said Common Vouchee, & that execution of the said recovery so to be had shall be made according unto the form of common recoveries in such case used. And further the said *J. T.* & *J. S.* *H. P.* & *T. P.* parties to these presents, and the said Common Vouchee, and either and every of them, shall and will make, do, knowledge, execute, and suffer, all and every such act and acts, thing and things whatsoever, meet, necessary, or expedient for the prosecution of the said Recovery, and the Execution thereupon, according to the form and order of Common recoveries, with double Voucher in such cases used. And it is further covenanted, &c. by and between all the parties to these

presents, and either of the said parties doth by these presents, covenant, grant, conclude, condescend, and fully agree, to and with th^r other, in manner and form following; that is to say, that the said Recovery of all and singular the lands, &c. and the execution thereof, and all the Lands, &c. and other the premises, shall for ever, immediately from and after the Recovery and Execution had, be, and remain, and all and every person and persons, which now at the time of the said Recovery to be had, shall stand or be seized of the said premises, or of any part thereof, shall stand and be, of all and singular the lands, &c. and other the premises, or any part thereof seized, to the only use and uses hereafter expressed, and not to any other use or uses, intents and purposes; that is to say, to the use of the said *A.P.* for ever, during the natural life of her the said *A.* and after her decease to the use and benefit of the said *H.P.* his Heirs and Assigns for ever, and not to any other use or uses. In witness whereof, &c.

¶ A Condition of an Obligation to perform an Arbitrement.

THe Condition &c. That whereas divers and sundry controversies, sutes, strifes and debates, have heretofore been had, moved & stirred up, and yet are depending between th^r above-named *T.C.* and *W.W.* of &c. Brother of th^r above bounden *R.M.* for the ending of which said controversies, actions, sutes and debates, as well the said *W.W.* and the said *T.C.* as th^r above bounden *R.M.* who by Letter of Attorney from the said *W.W.* prosecuteth the said strifes, have submitted themselves to the award, order, rule and judgment of *P.M.* of, &c. and one *R.B.* of, &c. Arbitrators indifferently elected & chosen, as well on the part of the said *T.C.* as on the part of the said *W.W.* and *R.M.* to order, determine, and final end to make of all and all manner of controversies, sutes, strifes and debates whatsoever, heretofore had, being or depending between the said *T.C.* and

and the said *W. W.* from the beginning of the world until the present day of the date hereof; If therefore the said *W. W.* and the said *R. M.* and either of them, their Heirs, Executors and Assigns, and the Heirs, Executors and Assigns of any of them, do from time to time for ever hereafter, well and truly stand to, perform, fulfill and keep the award, order, and final determination of the said Arbitrators concerning the aforesaid premises, so as the said award be made and yielded up in writing by the said Arbitrators before, &c. That then, &c.

¶ An Indenture for the assurance of Lands in Marriage, for the Joynture of the Wife, with usual Covenants, for the better assurance of the same Lands.

THis INDENTURE made, &c. Between *H. F.* of, &c. of th^e one part, and *R. T.* of, &c. of th^e other part. *Witnesseth*, that the said *H. F.* doth by these presents Covenant and grant, to and with the said *R. T.* that he the said *H.* shall and will, before the, &c. next, &c. marry and take to wife *M. T.* one of the Daughters of the said *R. T.* if the laws of holy Church will permit, and the said *M.* will thereunto agree. And the said *R. T.* doth covenant and grant, to and with the said *H. F.* that the said *M.* shall likewise before the said, &c. next, &c. marry and take to Husband the said *H. F.* if the laws of holy Church will that permit, and the said *H.* will thereunto agree. And further the said *H. F.* doth for him, his Heirs, &c. covenant and grant to and with the said *R. T.* his Heirs, &c. that he the said *H. F.* is at the time of th^e ensaling and delivery of these presents, seized in his demean as of Fee in his own right, of a good, sure, lawfull, rightfull, absolute and indefeasible Estate in Fee-simple, without condition, mortgage, limitation or alteration of use or uses, of and in all and singular the Messuages, &c. hereafter mentioned, with th^e appurtenances; that is to say, of and in all those parcels of, &c. with all and singular their appurtenances, now in the tenure of, &c. containing in all, by estimation, &c. and do lie and

Covenant, that he is seized of a sure & indefeasible estate, in Fee-simple, in his own right, & that he had full power to convey the Lands, according to the intent of these presents,

be in the Parish of, &c. And that the said *H. F.* at the time of the enfealing and delivery of these presents, hath full power and lawfull authority in his own right to convey and assign all and singular the lands, &c. and other the premises aforesaid, in manner & form in these presents expressed, according to the intent of these presents. And moreover, that the said *H. F.* doth by these presents, for him, his Heirs, &c. in consideration of the said marriage so to be had and solemnized, and for the full and entire joynture of the said *M.* and in recompence and satisfactiō of all the Dower and title of Dower which she the said *M.* may at any time hereafter claim, challenge, or demand, of, in, or out of any Lands, &c. of the endowment of the said *H.* and for the advancement of the said *M.* and of the Heirs males of the body of the said *H.* upon the body of the said *M.* to be begotten; And for divers other good causes & considerations him thereunto moving, doth covenant and grant, to and with the said *R. T.* his Heirs, Executors, Administrators and Assigns, in manner and form following, that is to say, that the said *H. F.* his Heirs and Assigns, and all, and every other person and persons whatsoever, which at the time of the enfealing and delivery of these presents, stand, or be, or at any time hereafter shall stand or be seised of, and in all, or any part of the said Lands, Tenements, and Hereditaments, and other the premises, shall immediately from and after the said marriage solemnized, stand, and be, of all and singular the said Lands, tenements, Hereditaments, & all other the premises, with th' appurtenances, seised to the only uses and intents hereafter in these presents expressed or limited, and not to any other use or intent; that is to say, to the use of the said *H. F.* and *M.* for, and during the term of the natural lives of the said *H.* & *M.* and of the longer liver of them, And of the heirs males of the body of the said *H.* upon the body of the said *M.* lawfully to be begotten, and for default of such issue, to the right heirs of the said *H. F.* for ever. And that the said Lands, Tenements, Hereditaments, and all & singular other the premises, with th' appurtenances, at the time of the enfealing and delivery of these presents, be, and from time to time, and at all times hereafter, shall continue, remain, and be clearly acquitted, and discharged, or by the said *H. F.* his Heirs, &c. sufficiently

And that the lands are, and so shall continue discharged or saved harmless, frō all former bargains, &c. and incumbrances, the Rents due to the Lords of the Fee, & one Lease of the premises excepted.

saved

saved and kept harmlesse, and indemnified of and from all and all manner of bargains, &c. and incumbrances whatsoever, before the enfealing and delivery of these presents, had made, done, knowledged, committed, executed, or willingly or wittingly suffered, by the said *H.F.* his Heirs or Assigns, or by any other person or persons whatsoever, the rents and services from henceforth to grow due & payable for the premises, or any part thereof to the Lord or Lords of the Fee or Fees thereof, And one Lease of, &c. whereupon the yearly rent of, &c. is reserved, and shall during all the said term be payable, only excepted and fore-prized; And moreover, that the said *H.F.* his Heirs and Assigns, and all and every other person and persons, any estate, interest, or thing having, or lawfully claiming to have, by, from, or under the said *H.* of, in, or to the said premises, or any part thereof, other than the said lease, for or concerning any the said interest or term of years before excepted, and not otherwise, shall and will from time to time, and at all times hereafter, during the space of, &c. next, &c. upon reasonable request, and at the costs and charges in the law of the said *R.T.* his Heirs or Assigns, knowledge, &c. (*ut antea*) or of any part thereof, to the said *R. T.* his Heirs or Assigns, as shall be nominated or appointed to the uses and intents before in these presents expressed, be it by Fine, Feoffment, recovery with Voucher or Vouchers, &c. (*ut antea*) as by the said *R.T.* his Heirs or Assigns, or by his or their learned Counsel at the Law shall be reasonably devised, or advised and required. And further, that the said *H. F.* shall not at any time or times hereafter, make or convey, or procure to be made or conveyed, any estate or estates of the premises, or of any part thereof, to any person or persons in Fee-simple, Fee-tail, or for term of life or lives, or make any discontinuance of, nor otherwise defeat, abridge, or annihilate the estates before in these presents limited, or any of them, nor shall make, do, commit, execute, or wittingly or willingly suffer to be done, made, committed or executed, by act or acts, thing or things, devise or devises whatsoever, whereby all or any part of the said lands, tenements, hereditaments, and other the premises, shall not or may not be enjoyed, and continued, remain, descend, come, and be according to the limitation aforesaid, and according to the

And that he will upon reasonable request make further assurance.

And that he will not do, or cause to be done, any act or thing, whereby to defeat this conveyance, so that the lands may not descend, remain, & come, &c. according to the limitation in this conveyance.

true intent and meaning of these presents. In witness
whereof, &c.

A Bond to the Sheriff for appearance in Banco Regis.

Moverint, &c. nos, &c. teneri, &c. I. S. Armiger. Vice-comes. K. pradiet. in, &c. solvend. eidem, &c.

THE Condition &c. that if the above-bounded *I. D. the*
and do appear before, &c. at *Westminster, Die Sabbati*
prox. post Octab. Sancti Martini, to answer to *E. D. Widow*, in
plea of Trespasse upon the case, That then &c.

A Grant of an Executorship, and of all such goods, and other things, as the Executor hath, or ought have, of the Testator, by the Executorship, or otherwise which Grant are divers Covenants.

THIS *INDENTURE* made, &c. Between *M. C.*
Executrix of the last Will and Testament of *E. C.* late
&c. aforesaid Widow, deceased, of th'one part, and *I. S.*
aforesaid of the other part, *Witnesseth*, that the said *M. C.*
and in consideration of, &c. hath given, granted, bargained
sold, and by these presents doth give, &c. unto the said *I. S.*
Executors, Administrators and Assigns, all and singular
goods, leases, chattels, both real and personal, that were
the said *E.* at the time of her decease belonging, which the
M. hath, or of right ought to have, as Executrix of the last Will
of *E.* or otherwise, and of all manner of debts, duties, advan-
ces, commodities and demands, which the said *M.* her Exe-
cutors, Administrators or Assigns, hath, might, or ought to
take, challenge, or demand, as Executrix of the last Will of
said *E.* or otherwise, by vertue of the said last Will and Te-
stament.

ment. And further the said *M.* doth for the consideration afore-
said, make, constitute, and in the place and room of her her Exe-
cutors and Administrators, appoint the said *I. S.* during his life,
and his Executors, Administrators and Assigns, after his decease,
to be the true and lawfull Attorney & Attorneys of her the said
M. and of the Executors and Administrators of her the said *M.*
giving and granting unto the said *I. S.* during his life, and unto
his Executors, Administrators and Assigns, after his decease, full
power, and lawfull liberty, licence and authority, in the name of
her the said *M.* her Executors and Administrators, to take, have,
ask, receive, and levy all and singular such debts, duties, and de-
mands which were due and owing unto the said *E.* as Executrix
of the said last Will, or otherwise which she the said *M.* by
force of the said Will, may ask, have, take, demand, receive, reco-
ver, or levy; And further, that he the said *I. S.* his Executors,
Administrators or Assigns, or any of them, shall, or may from
time to time, and at all times hereafter, in the name of her the
said *M.* her Executors or Administrators, commence any action
or actions, sute or sutes, plaint or plaints, against any person
or persons, in any Court or Courts whatsoever, or any to Arrest
for any debt, duty, matter, cause, or thing whatsoever, due, ow-
ing, or accrued unto, or demandable by the said *E.* at the time
of her decease, and Attorney and Attorneys in the name of the
said *M.* to make, constitute, revoke, alter, remove, and change,
And the same actions, sutes, plaints, and Arrests, or any of them,
shall or may, in the name of the said *M.* her Executors, Admini-
strators or Assigns, at the costs charges in the Law of
the said *I. S.* his Executors, Administrators and Assigns, pro-
secute and follow, until judgement and execution shall be there-
upon had and made, And all and singular such sum and sums
of money, goods, chattels, debts and other things as shall be so
in the name of the said *M.* received, recovered, had or levied, by
the said *I. S.* his Executors, Administrators or Assigns, shall and
may have, hold, keep and retain in the hands of him the said *I.*
S. his Executors and Administrators, to his and their proper use
and behoof, without any accompt or other thing therefore unto
the said Executors or Administrators of the said *E.* yeelding, ren-
dring or paying, giving and granting unto her said Attorney,
his

A large Letter
of Attorney
made to the
Grantee, his
Executors &
Administra-
tors, to re-
ceive all mo-
nies, debts, &
duties, & to
commence all
actions in all
Courts for the
same, at the
sute of the
Executor in
his name, and
all such mo-
nies, &c. to
have to his
own use.

Covenant that the Grantor hath not made any gift, grant, bargain and sale, or release of any of the Goods or Chattels, &c. nor any Release, Acquittance, &c. of any the debts, duties, &c. but that he may take and receive them without disturbance, re-vocation, &c.

Nor that she will not release any such debt or duty, action or actions, &c. but that she will justify all acts done by the Grantee &c. and suffer him, &c. to receive all sums, &c. and take all goods, and chattels to his own use.

his Executors and Administrators, full power and authority to do and execute all and every act and acts, thing and things, touching and concerning the said premises, in as large and ample manner in all respects, as she the said *M.* can or might make, do, or execute. And further, that the said *M.* doth by these presents, for her, her Heirs, Executors and Administrators, Covenant and grant to and with the said *I. S.* his Executors, Administrators and Assigns, in manner and form following, that is to say; That she the said *M.* hath not before the sealing and delivery of these presents, made any gift, grant, bargain, sale, or release of any of the Goods or Chattels, before by these presents mentioned to be bargained and sold, nor any Release, Acquittance, or other discharge of any of the debts, duties, or other things before by these presents mentioned to be granted, but that the said *I. S.* his Executors, Administrators and Assigns, shall and may have and enjoy all and singular the Goods and Chattels, before by these presents given, granted or sold, and receive, have, take, recover, levy and enjoy, all and singular the debts, duties, liberties and authorities, and other things before by these presents mentioned to be granted, bargained, sold, or assigned unto him, without any let or disturbance, or any revocation or annihilation of the said *M.* her Executors, Administrators & Assigns, or of any person or persons by the procurement or assent of the said *M.* her Executors, &c. And further, that she the said *M.* hath not heretofore discharged or released, any Debt, Duty, or other thing, which she, as Executor of the last Will, or otherwise by virtue of the said last will, may, can, might, should, or ought to have, take, demand, or recover; nor that she the said *M.* her Executors, Administrators or Assigns, nor any other by her or their consent or procurement, shall or will, at any time or times hereafter, discharge or release any such Debt or Duty, or any action or actions, sute, or plaint, that shall or may be taken or commenced for any such Debt or Duties, but that she the said *M.* her Executors and Assigns, shall and will from time to time, and at all times hereafter, justify and allow, confirm & avow all and every such action and actions, sute and sutes, plaint and plaints, prosecutions, judgments and executions, as her said Attorney or Attorneys, shall have, make, commence, prosecute, sue

due or levy in her name, touching the premises, and permit and suffer the Attorney to receive, take, and have to his, her, & their own use and uses, all and every such sum and sums of money, goods, chattels, and other things, as She, her Executors or Administrators ought to have, receive and levy, as Executrix of the said Will, or otherwise by vertue of the said will. And further, that she the said *M.* her Executors, Administrators and Assigns, shall and will, at all times hereafter, permit and suffer the said *I. S.* his Executors, Administrators & Assigns, from time to time, and at all times hereafter, to have the whole execution of the said last Will, and all the doings and dealings touching the same, and the administration of all the chattels, goods, debts, evidences and leases, which were belonging to the said *E.* at the time of her decease; And the said *I. S.* for him, his Heirs, &c. covenanteth and granteth, to and with the said *M.* her Executors, &c. by these presents, that he the said *I. S.* his Executors, &c. shall and will well and truly pay, and satisfy all the debts of the said *E.* deceased, and all the legacies in the said Will contained, according to the true meaning of the said Will; And therefore shall and will at all times hereafter, well and sufficiently save and keep harmlesse the said *M.* her Executors and Administrators. *In witnesse* whereof, &c.

And further,
that he will
suffer the
grantee, &c.
to have the
whole execu-
on of the Will,
&c.

¶ An assignment of a Statute-Staple

whereupon execution hath been had, and of such lands as are thereby extended, with special Covenants.

THis *INDENTURE* made, &c. Between *S. F.* of, &c. of th'one part, and *T. R.* of, &c. of th'other part, *Witneseth*, that whereas one *I. W.* of, &c. is, and standeth, holden, and firmly bounden unto the said *S. F.* by one Recog. or Bond obligatory, made according unto the form of the Statute lately made and provided for the Recovery of debts, bearing date, &c. known, taken and sealed, before Sir *I. L.* Knight, Lord chief Justice of *England*, as by the said Recognizance appeareth; And whereas the said *S. F.* hath thence the acknowledging of the

said Recognizance, sued execution thereof, and thereupon hath extended divers and sundry the messuages, &c. lying in the said County of *S.* which were unto the said *I. W.* at a certain value, and hath had the said Messuages, &c. lawfully delivered unto him in execution upon the said Recog. by vertue whereof, he the said *S. F.* hath been, and yet is, of the said Messuages, &c. lawfully possessed; Now these presents witnesseth, that the said *S. F.* for, and in consideration of the sum of, &c. to him by the said *R. T.* before the enfealing and delivery of these presents well and truly in hand paid, whereof he acknowledgeth himself by these presents to be fully satisfied, and thereof acquitted, &c. hath granted, bargained, sold, assigned and set over unto the said *R. T.* all and singular the said Messuages, &c. with th'appurtenances, which were as aforesaid executed and delivered unto the said *S. F.* in execution, upon or by vertue of the said Recog. and all the estate, right, title, interest, possession and term, which the said *S. F.* hath, or of right ought to have, of, in, or to all the said Messuages, &c. Together with the said Recognizance, Extent and Execution, or either or any of them; *To have and to hold* the said Messuages, &c. and all other the premises before by these presents mentioned to be granted, sold, assigned and set over unto the said *R. T.* his Executors and Assigns, from the Feast of, &c. next, &c. for and during all such time, interest, estate and term, as the said *S. F.* hath, or holdeth, or may, should, or ought to have, hold and enjoy the same to all intents and purposes. And that the said *S. F.* doth by these presents for him, &c. covenant and grant, to and with the said *R. T.* his Executors, &c. That he the said *S. F.* heretofore hath not, nor that he, his Executors, &c. nor any by his or their means or procurement, shall not, nor will not make, do, commit, procure or execute, or cause to be made, done, committed, procured or executed, any act or acts, thing or things whatsoever, whereby the said Recog. Extent and Execution, or either or any of them, is already, or hereafter shall be released, discharged, frustrate, annihilated or avoyded, or whereby the said Messuages, &c. and other the premises, or any part thereof, shall, may, or ought to be evicted, taken, had or recovered from the said *R. T.* his Executors, &c. And the said *R. T.* shall, or lawfully may from time

Covenant
that the Gra-
tor hath not
done, nor that
his Executor
shall not doe,
or cause to be
done, any act
or thing,
whereby to
frustrate or a-
void this
grant or as-
signment.

time to time, and all times hereafter, have, hold and enjoy, all and singular the said Messuages, &c. with the appurtenances, as aforesaid, executed and delivered in execution, during, and by all such time as the said S.F. his Executors, Administrators or Assigns, may, can, should, or ought to have and enjoy the same, by virtue of the said Recog. Extent, and Execution, or either of them, without any eviction or expulsion, let, or disturbance of the said S.F. his Executors, Administrators or Assigns, or of any other person or persons, any thing therein, or in any part thereof, claiming, by, from, or under him the said S.F. his Executors and Administrators or Assigns; And that saved harmless of all grants, interests, charges and incumbrances, had, made, or committed by the said S.F. his Executors, &c. or by his or their means, assent, consent or procurement. And if the said I.W. shall at any time hereafter pay, or cause to be payed unto the said S.F. his Executors or Assigns, any sum or sums of money, or other thing whatsoever in part of satisfaction of the said Recog. Extent and Execution, or either of them, or of the sum or sums of money in the said Recog. contained, That then he the said S.F. his Executors or Assigns, shall or will, within the space, &c. next ensuing such payment, well and truly pay, or cause to be payed unto the said S.F. his Executors, Administrators or Assigns, all such sum and sums of money, and other things, which the said S. his Executors, Administrators or Assigns, shall to receive, take or gain of the said I.W. his Heirs, Executors, Administrators or Assigns, without fraud, covin, or further delay. *In Witness whereof, &c.*

And that the Grantee shall enjoy the premises without eviction or disturbance of the Grantor, or any one claiming under him;

And that saved harmless from all incumbrances.

And that if the Obliger shall pay any money, or other things unto the Grantor, that then he shall, within such a time, pay it to the Grantee, or Assignee.

A Deed of Mortgage with Warranty against the Morgager, and his heirs only.

TO all, &c. Know ye, me the said T.M. in consideration, &c. to me by one I.G. of G. in the County of K. well and truly before-hand paid, whereof I acknowledge my self to be fully satisfied and paid, and the aforesaid I.G. his Executors and

Administrators, to be exonerated & acquitted by these presents, have infeoffed, delivered, & by this my present writing' indented have confirmed to the aforesaid *I. G.* all that Messuage, &c. in *B.* aforesaid, in the County of *S.* wherein the aforesaid *T. M.* lately did inhabit and dwell, one Barn, &c. in *B.* aforesaid, containing in the whole by estimation, &c. be they more or less: All and every which aforesaid premises, with th'appurtenances, somtimes were the lands, tenements, and hereditaments of one *W. A.* deceased, and the rendition and renditions, remainder & remainders of all and singular the aforesaid premises, with th'appurtenances, and of every part and parcel thereof, *To have and to hold* the said Messuage or Tenement, &c. and all other the premises, with all and singular the appurtenances before in these presents mentioned to be delivered, or confirmed to the aforesaid *I. G.* his Heirs and Assigns for ever, to the only use & behoof of the said *I. G.* his Heirs and Assigns for ever, *To hold* of the chief Lord of the Fee thereof, by the services thereof due, and of right accustomed. *Provided* alwayes neverthelesse, that if I the said *T. M.* my Heirs, Executors, Administrators or Assigns, do pay, or cause to be paid to the aforesaid *I. G.* his Executors, Administrators or Assigns, the sum of, &c. at or in the now Market house of *B.* situate, lying and being in the said County of *S.* in and upon, &c. which shall be in the year of our Lord God, at an intire payment, without any fraud or further delay, That then this present writing indented, and all and singular things in the same contained, together with the seisin upon the delivery thereof, shall cease and be frustrate, and remain of no force in the Law; and that then and from thenceforth it shall and may be lawful to and for me the said *T. M.* my Heirs and Assigns, into all & singular the aforesaid lands, tenements, hereditaments, and other the premises, with the appurtenances before by these presents mentioned to be delivered and confirmed, and every parcel thereof to re-enter, and the same to have again, repossesse, and reinjoy as in my former estate, any thing notwithstanding. And I the aforesaid *T. M.* and my Heirs, all and singular the aforesaid premises, lands, &c. and other the premises, with all and singular the appurtenances to the aforesaid *I. G.* his Heirs and Assigns, in manner and form, and

Proviso, that if the Feeffor, pay so much money, that then this conveyance shall be void, and that it shall be lawful for him to re-enter.

and under the Condition aforesaid, against me and my Heirs will Warrant, and for ever by these presents defend. *In witness, &c.* Warranty.

A Condition of an Obligation, for the enjoying the Lands morgaged, according to the purport of the Deed, containing also the effect of divers necessary Covenants.

THe Condition, &c. That whereas the above bounden *T. M.* hath by his Deed Indented, bearing date, &c. enfeoffed the above-named *I. G.* of and in all that Messuage or Tenement, with th'appurtenances, in *B. &c.* of one Barn, &c. To be had and holden unto the said *I. G.* his Heirs and Assigns for ever, under a certain proviso or condition in the said Deed Indented contained, for the payment of, &c. unto the said *I. G.* &c. at a certain time and place in the condition of the said Deed indented mentioned, as in and by the said recited Indenture more at large it doth and may appear; If therefore the said *I. G.* his Heirs and Assigns, and every of them, shall and lawfully may, from time to time, and at all times hereafter, peaceably, &c. have, hold, &c. the said Messuages, &c. and all and singular other the premises before by the said recited Deed indented mentioned to be aliened, granted or confirmed, with all and singular their appurtenances, without any lawfull eviction or disturbance of the said *T. M.* his Heirs or Assigns, or of any by his or their assent, means, &c. according unto the true meaning of the said Deed indented. And the said Messuage, &c. and all and singular other the premises at the time of th' enfeoffing and delivery of the said Deed indented, & of seison thereupon, were, and so from time to time, and at all times hereafter, shall continue, and be unto the said *I. G.* his Heirs and Assigns, clearly discharged, or by the said *T. M.* his Heirs and Assigns, sufficiently saved harmlesse, and indemnified of and from all estates, alienations, &c. and incumbrances whatsoever, had, made, done, executed or committed by the said *T. M.* his Heirs

That the Fee-offee shall enjoy the lands without any lawfull eviction, &c.

And that the lands are, and shall continue discharged; or saved harmles from all alienations, &c. & incumbrances other thā such incumbrances as are by the said Feoffment & the rents due to the Lord of the Fee.

And that if the Land shal be lawfully evicted, that he upon notice given thereof, will pay so much for every acre evicted, within, &c. after notice given.

And that if default of payment be made contrary to the Proviso, that then he, and all others claiming under him, will make further conveyance and assurance.

or assigns, other then such estates and incumbrances as been made or executed, in or by the said recited Deed indented, and other than the rents and services from henceforth to accrue due and payable for the premises to the chief Lord or Lords of the Fee or Fees thereof. And further, if it shall happen, at any time or times hereafter, that the said *I. G.* his Heirs, Executors, Administrators or Assigns, or any of them, shall be lawfully evicted, expulsed, or put out of all or any part of the said Messuage, &c. by any person or persons whatsoever, or that the same, or any part thereof, shall be lawfully recovered from the said *I. G.* his Heirs or Assigns by any person or persons, other than by means or reason of the said Proviso in the said recited Deed indented contained, That then if he the said *T. M.* his Heirs, &c. or any of them, do well and truly content and pay, or cause to be well, &c. unto the said *I. G.* his Heirs, &c. the sum of, &c. and so after the rate for every acre of the said premises, so as aforesaid to be evicted or recovered from the said *I. G.* his Heirs or Assigns, within, &c. next after such notice given of such eviction, expulsion or recovery by the said *I. G.* his Heirs or Assigns, or any of them. And further, if default of payment of the said, &c. mentioned in the said Proviso of the said Deed indented, shall happen to be made contrary to the purport of the said Proviso, That then if the said *T. M.* his Heirs, Executors, Administrators and Assigns, and all and every other person & persons whatsoever, any estate, interest, or thing in the said Messuage, &c. or any part thereof, having, or lawfully claiming to have, by, from or under the said *T. M.* his Heirs or Assigns, shall and will from time to time, and at all times from and after such default in payment, during the space of, &c. then next ensuing, upon reasonable request, and at the costs and charges in the Law of the said *I. G.* his Heirs or Assigns, make, know ledge, do, execute and suffer all and every such further Act and Acts, thing and things, devise and devises in the Law whatsoever, for the further assurance, &c. and all other the premises, according to the purport of the said Deed, Be it by Fine, Feoffment, &c. or otherwise, or by any other lawfull or reasonable assurance or conveyance in the Law, with Warranty only against him the said *T. M.* his Heirs or Assigns, which by his or

their learned Counsel in the Law, shall be reasonably devised or advised and required. And furthermore, that the said *T. M.* his Heirs or Assigns, shall or will, within, &c. next after such default in payment, well and truly deliver, or cause to be delivered unto the said *I. G.* his Heirs or Assigns, all and singular the Deeds, &c. concerning the said premises, which the said *T. M.* or any to his use, or by his delivery, now hath, or which he the said *T. M.* his Heirs or Assigns, or any other by his or their delivery, or to his or their use, then shall have concerning the said premises, or any part thereof, That then, &c.

And that he will, within, &c. after default in payment, deliver all the conveyances concerning the premises.

♣ A Lease of Lands morgaged to the Morgager.

THis *INDENTVRE* made, &c. Between *T. M.* of &c. of th'one part, and *I. G.* of, &c. of th'other part, *Witnesseth*, that the said *I. G.* for divers good causes, &c. hath demised, &c. and by these presents doth demise, &c. unto the said *T. M.* all that the Messuage, &c. with th'appurtenances, before by these presents mentioned to be demised unto the said *T. M.* his Executors, and Assigns, from the day of the date of these presents, until the, &c. which shall be, &c. yielding, &c. yearly unto the said *I. G.* his Heirs and Assigns, the sum of, &c. upon the Feast of, &c. which shall be in, &c. And if it shall happen the said yearly rent, or sum of, &c. or any part or parcel thereof to be behind, in part, or in all, at the Feast aforesaid, in which the same ought, or is limited to be paid (being lawfully demanded) that then the said *T. M.* his Executors, Administrators and Assigns, shall forfeit, and doth for him, his Heirs, Executors and Administrators, grant, promise, and agree, to forfeit, lose, and pay unto the said *I. G.* his Heirs and Assigns, or any of them, the sum of, &c. in the name of a peny; And that then and from thenceforth it shall and may be lawful to and for the said *I. G.* his Heirs and Assigns, or any of them, unto the said Messuage, &c. or into any part or parcel thereof, to enter and distrain, as well for the said rent of, &c. as also for the

For default of payment of the Rent *non-mine pena*, &c. distresse for both, & power of detainer untill full satisfaction.

the said, &c. to be forfeited in the name of a pein, and the distresses and Distresses there so had, and taken from thence, lawfully to lead, bear, drive and carry, and the same to withhold, detain and keep, untill he or they shall be aswell of the said Rent of, &c. as also of the sum of, &c. so to be forfeited in the name of a pein, together with his and their costs, losses, damages, and expences, by reason of the non-payment sustained, fully satisfied, contented, and paid. In witness whereof, &c.

A grant of an annuity or yearly rent,
 with a *nomine pena*, distresse for both, and
 a Proviso not to charge the person of the
 Grantor, or his Heirs.

TO all, &c. Know ye, me the said *I. G.* for divers good causes and considerations me hereunto especially moving, have given, granted, and by this my present writing intended confirmed unto *I. R.* of *W.* in the County aforesaid Widow, one Annuity, or yearly rent, &c. good, &c. going, and to be taken out of, and in all and singular my lands, &c. called or known by the name of *D.* situate, lying and being in *W.* aforesaid, and of and in all, &c. in the County aforesaid. *To hold*, &c. the said Annuity, or yearly rent, &c. to the aforesaid *I. R.* and her Assigns, for and during the term of the natural life of the said *I. R.* at four usual Feasts or terms of the year, &c. by equal portions to be paid; And so often as it shall happen the said Annuity or yearly rent, &c. or any part or parcel thereof to be behind and unpaid, in part or in all, by the space, &c. at any Feast of the Feasts aforesaid, in which as aforesaid it ought to be paid; then, and so often, the aforesaid *I. G.* or his Assigns, shall forfeit to the aforesaid *I. R.* and her Assigns, &c. well, &c. in *nomine pena*. And that then, and so often after, it shall and may be lawfull to and for the said *I. R.* and her Assigns, as well for the said Annuity, or yearly rent, &c. or for any parcel thereof so as aforesaid, *nomine pena* to be made into all and singular

Grant that if
 the rent be
 behind, that
 the Grantor
 will forfeit so
 much *nomine
 pena*.

the aforesaid Lands, &c. or into any parcel of the same to enter, and distrain, and the Cattel thereupon taken and had, from thence lawfully to lead, drive, carry away, and impound, and altogether to keep and detain, until the said *R.* and her Assigns, as well for the said Annuity or yearly rent, together with the arrears thereof if any be behind, as for the said sum, &c. so as aforesaid *nomine pena* to be forfeited, shall be fully satisfied and paid, of which said Annuity or yearly rent aforesaid, the aforesaid *T.* in full and peaceable possession and seisin of the aforesaid Annuity or yearly rent aforesaid, by payment, &c. of lawfull, &c. at the time of sealing of these presents, in the name of seisin of the rent aforesaid.

Power to distrain for the *nomine pena* & rent behind.

Seisin given of the rent.

Provided always nevertheless, that this present Writing indented, or any grant or thing in the same contained, shall not extend to charge the person of me the said *R.G.* or my Heirs, but only to charge my lands or tenements, &c. In witness, &c.

Proviso, not to charge the person of the Grantor.

A Deed of Mortgage, with general Warranty.

TO all, &c. Know ye, me the aforesaid *T.* for divers, &c. have given, granted, &c. to *G. C.* of, &c. all those pieces or parcels of land, called or known by the name of *R.* alias *R.* or by what other name or names the same are called or known, containing, by estimation, &c. be the same more or lesse, situate, lying and being in the Parish of, &c. and abutting and bounding in manner and form following, that is to say, &c. all and singular which aforesaid premises, I the said *T.* lately purchased of one *E. M.* *To have and to hold* all and singular the said premises, with th'appurtenances, unto the said *G. C.* his Heirs and Assigns for ever, to the only proper use and behoof of the said *G. C.* his Heirs and Assigns for ever, of the chief Lord of the Fee thereof, by the service for the same due, and of right accustomed, under this Condition following, that is to say, that if I the aforesaid *T.* my Heirs, Executors, Administrators or Assigns, shall pay, or cause to be paid unto the said *G. C.* his Executors, Administrators or Assigns, in and upon, &c. at or in the

L

now

now dwelling house wherein the said *G.* now dwelleth, situate in *B.* aforesaid, the sum, &c. at one indre payment, that then and from thenceforth, it shall be lawfull for me the said, &c. my Heirs and Assigns, into all the aforesaid premises, with the appurtenances, or into any parcel thereof, to re-enter, and the same to have again, repollesse, and enjoy, as in my former estates. And that then, and from thenceforth, this present Writing indented, and all and every thing therein contained, together with the seisin thereupon had and delivered, shall cease, be frustrate, and of no value in the Law; any thing before in this present writing indented conceind to the contrary hereof notwithstanding. And I the aforesaid *T. I.* and my heirs, all and singular the aforesaid premises, with the appurtenances, to the aforesaid *G. C.* and his heirs, against all men, to the use and intent of these presents, will warrant, and for ever defend by these presents. In witness, &c.

A Letter of Attorney, to be contained in a Deed for the delivery of Seisin.

ANd moreover, Know ye, that I the aforesaid *A. B.* have made, ordained, constituted, & in my place put, my loving Friends in Christ, *T. B.* and *R. L.* of, &c. Gent. my true and lawfull Attornies, jointly and severally, for me, in my stead, in my name, and to my use, to enter into all and singular the aforesaid premises, with the appurtenances, before by these presents mentioned to be delivered or confirmed, or into any parcel thereof, in the name of all and singular the aforesaid premises, with the appurtenances, and full and peaceable possession and seisin for me, in my stead, in my name, and to my use to take, and such possession and seisin thereupon taken and had of all and singular the premises, with the appurtenances, before by these presents mentioned to be delivered or confirmed, for me, in my stead, and in my name to the aforesaid *R. M.* or to his Attorney in the behalf to deliver, according to the tenor, force, form, and effect of these presents, ratifying, and by these presents all and what

forve

soever my said Attorneys joyntly, or either of them severally shall do, &c. in the premises. In witness, &c.

A Release of a Right and Title to Land, As also of Conditions, and Titles of Entries or Re-entries, &c.

TO all, &c. Know ye, that I the said J. for divers causes and considerations, &c. have remised, released, and altogether for me and my Heirs, have quit claimed unto W. B. of, &c. in this full and peaceable possession and seisin being, and to his Heirs and Assigns, all my right, estate, title, claim, use, interest and demand, which I the aforesaid J. any time had, have, or in any wise for ever may have, or my Heirs at any time hereafter may have, of, or in one Messuage, &c. with th'appurtenances, situate, lying, &c. and abutting and bounding in manner and form following, that is to say, &c. containing in the whole, by estimation, &c. whether it be more or lesse. Know ye moreover, that I the said J. S. for the Consideration aforesaid, have remised, released, and always for me and my Heirs have quit claimed to the aforesaid W. B. his Heirs and Assigns, all and all manner of Conditions, Entries, Re-entries, Forfeitures, and other Demands whatsoever, which I the aforesaid J. have, or in any manner hereafter may have, of, to, or in the aforesaid Messuage, &c. with th'appurtenances, or out, of, in, or to any parcel thereof, by virtue or reason of any thing, cause or matter made or accrued whatsoever, from the beginning of the world, until the day of the date of these presents. So, &c. that neither I the aforesaid J. S. my Heirs, nor any other by us, for us, or in our names, any right, estate, title, claim, use, interest or demand, of and in the said Messuage, &c. and other the premises, nor in any parcel thereof, may, or ought to require, claim, or challenge, but from every action, right, title, claim, use, interest, or demand to the aforesaid premises, or to any parcel thereof, we are altogether excluded by these presents. In witness, &c.

A Condition for the better enjoying of lands granted by the Deed only, conteining the effect of divers usual Covenants.

That he was seized of a free & rightfull estate in Fee-simple, in his own right, & had full power to make this grant. That they are & shall be discharged or saved harmless, from all former bargains, &c. and incumbrances, the rents to the Lords of the Fee, and one Annuity excepted.

And further that he, &c. will make further assurance

THe Condition, &c. that whereas th'above bounden *T. B.* did by his Deed bearing date, &c. enfeof th'above-named *H. P.* of one principal Messuage, and of certain lands in the said Deed mentioned, situate in *S. above said*, to be had to the said *H.* his Heirs and Assigns for ever, upon a certain condition in the said Deed expressed, as by the said Deed more at large appareth; If therefore the above bounden *T. B.* were at the time of the delivery of the said Deed, and of seizen and state, delivered unto the above-named *H. P.* of the said Messuage, &c. and other the premises in the said Deed lawfully and rightfully seized, in his own right, in his Demean, as of Fee-simple, of a good, sure, &c. of and in the said Messuage, &c. and then had full power, and lawfull authority in his own right, to alien the same unto the said *H. P.* his Heirs and Assigns, according to the purport of the said Deed; And that the said *H. P.* his Heirs and Assigns, shall or may, from time to time, and at all times hereafter, continue, and be clearly discharged, on by the said *T. B.* his Heirs or Assigns sufficiently saved harmlesse; of and from all manner of former Feoffments, &c. and incumbrances whatsoever, the rents and services from henceforth to be due unto the Lord or Lords of the Fee or Fees thereof, and one Annuity or yearly rent of, &c. only excepted. And further, if the said *T. B.* his Heirs and Assigns, and all and every other person or persons, any thing in the said Messuage, and other the premises, or in any part thereof, having, or lawfully by, from, or under the said *T. B.* claiming, shall and will, from time to time, and at all times hereafter, during the space of, &c. make, knowledg, do and suffer, all and every such further act and act, &c. unto the said *H.* his Heirs and Assigns, according to the purport of the said recited Deed, Be it by Fine, Feoffment, &c. at the costs and charges in the Law of the said *H.* his Heirs or Assigns, That then, &c.

A Feoffment in Consideration of Marriage, with general Warranty.

TO all, &c. Know ye, &c. in consideration of a certain Marriage between the aforesaid, &c. on the one part; and, &c. Daughter, &c. D. Clerk on the other part, hereafter agreed unto to be solemnized, Have given, granted, and by this my present Writing indented have confirmed to the aforesaid, all my moiety of an House, Messuage or Tenement, called *W. and P.* situate, lying or being in the Parish of *S.* now, or late in the tenure or occupation of one *W. L.* or his Assigns, To have and to hold all and singular the aforesaid premises before in these presents mentioned to be given or confirmed, with all and singular their appurtenances to the aforesaid, &c. his Heirs & Assigns, to the use, behoof, and intention hereafter in these presents mentioned, and declared, and to none other intent &c. that is to say, to the use and behoof of the aforesaid, &c. and their Assigns, for and during the term of their natural lives, and of the longer liver of them, without impeachment of any waste, in the person aforesaid, &c. and after the decease of the aforesaid, &c. then to the use and behoof of the Heirs of the body of the said, &c. by the aforesaid, &c. lawfully to be begotten, and for default of such issue, to the use and behoof of the heirs of the body of the said, &c. lawfully to be begotten, and for default of such issue, the remainder thereof to the right heirs of the aforesaid, and their Heirs for ever, and to none other uses or intents whatsoever, To hold of the chief Lord of the Fee thereof by the services due and of right accustomed. And I the aforesaid, &c. and my Heirs, all and singular the aforesaid premises before by these presents mentioned to be given or confirmed, with all and singular their appurtenances to the aforesaid, &c. their Heirs and Assigns, to the use, behoof, and intentions aforesaid, against all men will warrant, and for ever defend by these presents. In witness, &c.

A Grant of all such goods as belong to one Executor, where are two Executors made, with special Covenants.

THis *INDENTURE* made, &c. Between *A.S.* Widow, late Wife of *R.S.* of, &c. deceased, and one of the Executors of the said *R.S.* of th'one part, And *T.B.* of, &c. of th'other part, *Witnesseth*, that whereas the said *R.S.* did by his last Will and Testament in writing, make *I.S.* his Son, and *A.* his Wife, joynt Executors of his last Will and Testament; And whereas the said *R.S.* did further by his said last Will & Testament devise and bequeath certain legacies to divers and sundry persons, as by the said will amongst other things therein contained more at large it doth and may appear; Now these presents witness, that the said *A.S.* for and in consideration of the sum of, &c. to her the said *A.* by the said *T.B.* well and truly in hand paid, &c. hath granted, bargained, sold, assigned, and set over, and by these presents doth fully, &c. unto the said *T.B.* his Executors, Administrators & Assigns, the movery and one half of all and singular such goods and chattels, as well real as personal, Debts, Duties, and other things whatsoever, which the Executors of the said *R.S.* now have, or which either of them hath, or which they or either of them at any time or times hereafter can, or may or right have, claim, challenge and demand, of any person or persons whatsoever, or otherwise as Executor or Executors unto the said *R.S.* except such things as hereafter; that is to say, &c. And the said *A.S.* for her, her Executors, &c. doth by these presents, Covenant & grant, to and with the said *T.B.* his Executors, Administrators and Assigns, in manner and form following, that is to say, that she the said *A.* shall & will at any time hereafter, within the space of, &c. upon reasonable request, and at the costs and charges of the said *T.B.* his Executors, Administrators or Assigns, joyn in the *probat* of the said Will with the said *I.S.* the other Executor. And further, that neither she the said *A.* nor any other person or persons, by her assent, consent, means or procurement, shall or will at any time or times hereafter, without the consent or agreement of the said *T.B.* his Executors or Administrators, in any sort, meddle or deal with the administration of any of the goods, chattels, or o-

Covenant by the Grantor, to joyn in *probat* of the Will with the other Executor. And that neither the Grantor, nor any other by her consent shall without the consent of the Grantee, meddle with the administration of any the goods, chattels, &c. except, &c. And further, that the Grantor will not, without the consent of the Grantee, release, or otherwise acquit any Debtor, &c.

ther things of the said *R. S.* or with any part or parcel thereof, except with such things as are before excepted. And further, that she the said *A.* at any time or times hereafter, sh ll not, nor will not, without the consent or agreement of the said *T. B.* his Executors, Administrators or Assigns, release, discharge, or otherwise acquit any Debtor or Debtors, Debt or Debts, summe or summes of money, or other things whatsoever, which already is, or at any time or times hereafter, shall or may accrue, come, belong, or of right appertain, unto the said Executors, or either of them, as Executors of the said Will and Testament. And further, that he the said *T. B.* his Executors, Administrators or Assigns, shall, or lawfully may, from time to time, and at all times hereafter, without any eviction, let, or disturbance of the said *A. S.* her Executors, Administrators, or Assigns, or of any other person or persons, clayming by, from, or under her, make, do, execute and commit, or cause to be made, done, executed, or committed, all and every matter and thing, act and acts whatsoever, touching the administration of all or any of the goods and chattels (except the goods and things as are before excepted) to all intents and purposes, and in every respect, as shee the said *A.* might have done, if this present grant had never been had or made; And the said *T. B.* for him, his Heirs, &c. doth Covenant and grant, to and with her the said *A. S.* her Executors, &c. that he the said *T. B.* his Heirs, &c. shall and will, from time to time, and at all times hereafter, well and sufficiently save and keep harmlesse and indemnified, the said *A. S.* her Execntors and Administrators, and also her and their goods and chattels, lands and tenements, of and from all and all manner of Legacies, Debts, Duties, Sutes, Actions, Incumbrances, and Deeds whatsoever, wherewith or whereby she the said *A. S.* her Executors, Administrators or Assigns, or either of them, shall or may be at any time or times hereafter, either solely, or joyntly together with any other person or persons, arrested, impleaded, charged, damni- fied or incumbred, as Executor or Executors of the said Will, or by reason of the said Will, or for, or by reason of any debts, bargains, or other things in the said Will contained. In wit- nesse whereof, &c.

And that the Grantee shall, without disturbance of the Grantor, or any other claiming under her, do, or cause to be done, any act touching the administration of the goods, except, &c.

Covenant by the Grantee to keep the Grantor, his goods, lands, &c. indemnified from all bargains, debts, duties, &c. wherewith she is chargeable as Execu-
tix.

**A Lease of a Messuage, with certain
Lands, Woods, and Mynes thereto appertain-
ing, and also a power of Fishing upon the said ground,
together with power to coal the Wood
upon the ground.**

THis *INDENTURE* made, &c. Between *R. C.* &c. of the one part, and *G. G.* of the other part, *Witnesseib*, that the said *R. C.* for divers good considerations, &c. hath demised all that his Messuage, &c. with the appurtenances, called and known by the name of, &c. And all his Lands, &c. lying and being in *W.* aforesaid, to the Messuage, &c. called *B.* appertaining, or as parcel thereof usually occupied, containing in all, by estimation, &c. whether more or lesse, which lieth, boundeth and butteth as followeth, *viz.* &c. all and singular the Woods, Underwoods and Trees, now standing, growing, or lying, or which at any time during the said term shall grow, or be in or upon the premises by these presents demised, or any part thereof, And all and singular the Mines now growing, or being in and upon the premises by these presents demised, or any part thereof, together with free liberty, full license, power and authority, for him the said *R. C.* his Heirs and Assigns, and for his and their Workmen, Servants, and Labourers, from time and at all times during the said term, at his & their will & pleasure, to fell, cut down, cleave out, cord and coal the said Woods, Underwoods and Trees, or any part thereof, and earth, dust, cover, and all other things necessary and expedient for the converting of the said Woods, Underwoods and Trees, or any part thereof, into cole, upon the said premises, or upon any part thereof, and to take and have Colliers Lodges upon the said premises from time to time, during the said term, at his and their will and pleasure to make and remove, and the said Mines to open, and the Mines therein from time to time during the said term, in convenient places to digg, draw, and cast up, lay and bestow upon the said premises, or any part thereof, and the said Woods, Trees, Coles and Mines, or any part thereof, from time

Power to coal
the wood, & to
do other acts
necessary for
the same.

Power to open
the mines, &
to dig, draw,
cast up, &c.
Power with
Cart, cartia-
ges, &c. to
carry away
the Woods,
Coles, &c.

time to time, and at all times during the said term, at his & their will and pleasure, with Wains, Cart and Carriages, from thence, by necessary and convenient ways, over and through the said premises, or any part thereof, to fetch and carry, whither, and to such place or places, as to the said R. C. his Heirs or Assigns shall seem good; and one Pond made up of part of the said premises, and the banks, bays, and sluices thereunto belonging, with liberty to dig earth and clay for the mending thereof, and all Fish and Fishings in the said Pond. And also all the fish now being, or which at any time during the said term, shall be in three Marl-pits hereafter expressed; that is to say, &c. together with free liberty and authority from time to time, &c. and at all times during the said term, for him the said R. C. his Heirs and Assigns, to come, and go from the said Marl-pits, or any part of them; And the same pits, or any part of them, with Angles, Engines, or by sewing or letting out of the water, or otherwise, as to him or them shall seem good, to fish: *To have, &c.* the said Messuage or Tenement called B. the Lands, Tenements, Hereditaments, and other the premises before by these presents demised, with all and singular th'appurtenances unto the said G. G. and his Assigns, for and during the natural life of the said G. G. Yielding, &c. during the said term, at or in the now Manor-house of the said R. C. called C. Sit. &c. unto the said R. C. and unto the heirs of his body lawfully begotten, and for default of heirs of his body lawfully begotten, to such person and persons, their heirs and Assigns, to whom the said premises before by these presents demised, or the reversion or reversions, remainder or remainders thereof, shall after the death of the said R. without heir of his body lawfully begotten, descend, revert, remain, accrue, or be, &c. of lawfull, &c. at two usual Feasts in the year; that is to say, &c. by equal portions yearly to be paid. And if, and as often as the said yearly rent, or any part thereof, shall happen to be behind and unpaid by the space of, &c. next after any of the said Feasts in which the said yearly rent, or any part thereof ought to be paid; That then he the said G. G. and his Assigns, shall forfeit unto the said R. C. and unto the heirs of his body lawfully begotten, and after the death of the said R. C. without heir of his body lawfully begotten,

Lease of a Pond upon part of the premises, with liberty to dig for the mending thereof, &c. all Fish and fishings in the said Pond.

And also all the Fish & fishing in 3 Marl-pits, with liberty to, come and go, by any means to take the same.

Reservatio of a Rent upon a Lease for life, to the Lessor, & the heirs of his body, & for default of such heirs, to such persons to whom the reversion shall descend.

Nomine pene
for the non-
payment of
the Rent re-
served, & di-
stress for both.

Covenant by
the Lessor to
pay the rents
&c. due to the
Lords of the
fee, & thereof
to acquit the
Lessee.

Covenant by
the Lessor, after
request, to as-
sign timber for
repairing, or
new making
of the houses,
&c. if need
shall require,
as also for fire-
wood; and that
it shall be law-
ful for the
Lessee, &c. to
fell, cur, and
carry away the
same, without
interruption,
&c.

ten, to such person and persons to whom the said premises shall descend, revert, remain, accrue, and be, for every day after the expiration of the said, &c. days next after any of the said Feasts in which the said yearly Rent, or any part thereof shall be behind, &c. of lawfull, &c. And that then and from thenceforth the said shall and may be lawful to and for the said R.C. and the heirs of his body lawfully begotten, and after the decease of the said R. without heirs of his body lawfully begotten, to and for such person and persons to whom the said premises shall descend, revert, remain, accrue, or be, into all and singular the premises, or into any part thereof, to enter, and there to distrain, as well for the said yearly rent of, &c. as for all such sums of money as shall be forfeited in the name of a pein; And the distresse or distresses there so had & taken from thence, to chase, drive, lead, bear, and carry away, and that they or them to detain & withhold, until they shall be of the said yearly rent, and the arrears thereof, and also of all such sums of money as shall be forfeited in the name of a pein, and of his & their costs and losses by non-payment thereof sustained, fully satisfied and paid. And the said R.C. for him, his heirs, &c. doth by these presents Covenant and grant to and with him the said G.G. and his assigns in manner and form following; that is to say, that he the said R. his Heirs and Assigns, shall & will from time to time, during the said term, bear, pay, and do all manner of rents, payments and services, which during the said term shall accrue, and grow due to the chief Lord or Lords of the Fee or Fees thereof, and of the same, and of every part thereof, shall and will discharge, or sufficiently save harmlesse the said G.G. & his assigns. And that the said R. his Heirs & Assigns, shall and will from time to time, and at all times, at his and their proper costs and charges, during the said term, within, &c. days next after reasonable request to him or them by the said G.G. or his Assigns made, or to be made, not only assign and appoint to them, or some of them, such and so much timber, growing and being upon some part of the said demised premises, as shall be sufficient, convenient, & necessary, for the repairing, mending, maintaining, or new making (if need shall so require) of all or any of the houses, arns, buildings, now situate and being upon any part of the

pre-

emises, or for the mending or building one new Barn upon
ne part of the said premises, if the said *G.* shall be disposed,
will new make or build any such, but also shall likewise,
ring the said term, within, &c. next after like request to him
them, by the said *G.G.* or his Assigns, at the said mentioned
use of the said *C.* to be made, at his or their like costs and
arges, assign or appoint unto him or them, within one mile
the said Messuage called *B.* for, and towards their fewel and
-boot to be expended in the said Messuage, &c. Wain Loads
wood, which timber and wood so appointed or assigned, it
all and may be lawfull to and for the said *G.G.* & his Assigns,
any of them, or for the assigns, servants, or workmen of
em, or any of them, at all times during the said term, to fell,
t down, and work out, and the same to have and take with
eir Wains and Carriages, and that to carry away and employ
out the said reparations and buildings, & fire-boot, without
y lawfull let or disturbance of any person or persons, and
hout any accompt and thing therefore yielding or paying.
d further, that it shall and may be lawfull to and for the said
nd his Assigns, from time to time, and at all times during the
d term, as often as need shall require, not only to take and
ve without any assignment upon the said premises demised,
icient and competent hedgeboot, bushes and shrubs, stake &
re Rods to be employed upon the said premises, and such
ber of the worser sort growing upon the said premises; by
e appointment of the said *R.* his Heirs or Assigns, if he or they
all appoint the same within, &c. next after request; And in
ault of such assignment, without assignment of the said *R.*
Heirs or Assigns, as shall be convenient, meer, and sufficient
Barre posts, to be occupied in convenient places about the
mises, and for the making of posts and rails, to be set upon
e said premises, along the shore or bank of the River or
eam, which stretcheth, &c. And that he the said *G.* his Heirs
d Assigns, servants and work-men, shall and may, from time
time, and at all times during the said term, at his and their
ls and pleasures, not only dig, take, have and carry Marl &
ite, out and from any the Marl-pits in & upon the premises
mised, or some part thereof, to be laid, employed or bestowed

M 2

only

And that the
Lessee shall
not only have
hedgeboot
without As-
signment, but
timber also of
the worser
sort, if the
Lessor after
request shall
appoint it, and
in default of
appointment,
that he shall
take it with-
out, necessary
for posts and
rails to be set
along the
bank of the
River, &c.
And that the
Lessee may
not only digg
Marl upon a-
ny part of the
premises, but
may also digg
stone, earth &
clay, for the
reparations, or
new making
of the houses,
&c.

Covenant
that the Lessor
&c. shall enjoy
the liberties
and other
things excep-
red, without
interruption.
* Note, that
there was an
exception in
the beginning
which I left
out.

And that the
Lesse shall
not only well
& sufficiently
repair, &c. all
the houses &c.
& the hedges,
ditches &c.
and so shall
the at the end
of the term
leave up;
But also shall
ridd & scowr
such a ditch
or River, and
so shall leave
it up at the
end of the
term.

And further,
that the Lessee

only upon the demised premises, or some part thereof, but also shall or may likewise digg, take, and have upon, and carry from any convenient place or places of the said premises, stone, earth and clay, meet, necessary, and sufficient to be employed or bestowed during the said term, in, upon, or about the reparations, mending, or new making of any houses or buildings upon the premises, or any part thereof; And the said G. G. his Heirs, &c. doth by these presents covenant and grant unto & with the said R. C. his Heirs, &c. in manner & form following; that is to say, that he the said R. C. his Heirs or Assigns shall or may from time to time, and at all times during the said term, have, use and enjoy, all and singular such liberties, and other things, as are to them, or either of them, before in or by these presents mentioned to be * excepted or reserved, without any expulsion or disturbance of the said G. G. his Executors, or any of them; and that he the said G. G. his Executors, &c. shall or will, from time to time, & at all times hereafter, during the said term, not only well and sufficiently repair, maintain, sustain and keep, all and singular the houses, barns, and buildings, now builded or set, or which at any time during the said term, shall be builded or set upon the said demised premises, or any part thereof, And the hedges, ditches, fences, and inclosures, in, upon, and about the demised premises, or any part thereof, in and by all manner of necessary reparations and amendments, and the said houses, barns, and buildings, and by all things well and sufficiently repaired and amended, and the said hedges, ditches, fences, & inclosures, well and sufficiently made and maintained, in the end of the said term shall yield and leave up, but also shall and will, from time to time, and all times during the said term, when, and as often as need shall require, well and sufficiently ridd, scowr and cleanse, the said lands called the T. unto the said Mill, called the Mill, and such part of the said River, or Stream as aforesaid, well and sufficiently ridded, scowred and cleansed, shall during all the said term keep and maintain, & so sufficiently ridded & scowred, in the end of the said term shall yield & leave up. And further, That he the said G. G. his Executors, Administrators or Assigns, nor any of them, shall not at any time

here

hereafter, during the said term, without licence of the said R. his Heirs or Assigns first had and obtained in writing, demise, grant, let, set or assign, the said Messuage, &c. or any part thereof, or all, or any part of the said Lands, and other the premises by these presents demised, to any person or persons, other than such person or persons as shall be sufficient and well able to pay and yield, during the said term, the said yearly Rent reserved, and maintain and keep the house, &c. according to the Covenant before in these presents expressed. *In Witness, &c.*

shall not assign the premises to any person, other than such person as shall be able to pay the Rent, and maintain the premises, according to the Covenant &c. without licence of the Lessor.

An assignment of the moity of the Lands, which the Lessee hath; with divers special Covenants.

THis *INDENTURE* made, &c. Between *R.S. &c.* of the one part, and *L.F. &c.* of the other part, *Witnesseth*, That whereas the Right Honourable *H.N. Knight*, Lord *Abur.* did by Indent. tripartite, bearing date &c. demise, and to farm let, the Manor and Farm of *B.* with the appurtenances, in the County aforesaid, unto *R.S. of, &c.* and *E.C. of, &c.* and to their Assigns, for, and during the lives of *G.C. E.S. & F.C.* and the longest liver of them, reserving the old and accustomed Rent; by virtue of which said Demise & Lease, the said Lessees, *R.S.* and *E.C.* did stand, and lawfully were seized of and in the premises, to them and their Assigns, for and during the lives of the said, &c. and the longest liver of them; And where since the said *R.S.* and *E.C.* being so seized, for good considerations then thereunto moving, Did by Indenture tripartite, Dated, &c. demise, grant, & to farm let unto the said *R.S.* all that the aforesaid Farm and Manor of *B.* with the appurtenances, and all those Messuages, &c. with the appurtenances, situate and being in *B.* aforesaid, or elsewhere in the County aforesaid, which they the said *R.S.* & *E.C.* or either of them then had, or might claim by virtue of the demise aforesaid; (The Pigeon house, &c. being parcel of the said Manor always reserved unto the said *R.S.* and *E.C.* their Executors and Assigns, during the said

Exception of
a Pigeon house,
and ingress,
egress, & re-
gress to the
same, as also
into and from
the Manor-
house, for ten-
dring & pay-
ing the Rent,
reserved by
the said Les-
sor.

said term, with liberty also to the said *R. S.* & *E. C.* & to their assigns, to have free ingresse, egress, and regresse, from time to time, and at all times, as well into and from the said Pigeon house, as also into and from the Manor-house of *B.* aforesaid, for the tending and paying there every half year yearly, at the Feasts, &c. the Rent reserved by the aforesaid Lord upon the said Lease by him made, unto the said *R. S.* and *E. C.* alwayes (excepted and foreprized) the said Mansion, and other the premises, with th'appurtenances (except before excepted) to be had and holden unto the said *R. S.* his Executors, Administrators and Assigns, from the Feast of, &c. last past, before the Date of the said, last recited Indenture, for and during the term of, &c. from thence next ensuing, & to be fully compleat and ended; Yielding, &c. therefore yearly, during the said term, unto the said *R. S.* & *E. C.* and their Assigns, the sum of, &c. that is to say at the Feasts of, &c. (with clause of Re-entry for non-payment of the said Rent in the said last recited Indenture mentioned to be reserved.) And whereas the said *R. S.* hath in and by the said recited Indenture made divers and sundry Covenants, Grants, and Agreements, to and with the said *R. S.* and *E. C.* their Executors and Assigns, as by the said last recited Indenture more at large it doth & may appear; Now these presents witnesseth, That the said *R. S.* for divers good causes and considerations him thereunto especially moving, hath demised, granted, assigned, & set over, unto the said *I. T.* all his term of years, Estate, Right, Title, and Interest, which he hath yet to come, and unexpired, of and in the half or Moity of the said Manor or Farm, with th'appurtenances, and all other the premises in or by the said last recited Indenture mentioned to be demised unto him the said *R. S.* by the said *R. S.* and *E. C.* To have, &c. the said one half or Moity of the said Manor & Farm, & other the premises, with all and singular their appurtenances, unto the said *I. T.* his Executors, Administrators, & Assigns, from the, &c. for and during all the said term of years yet to come, & unexpired therein, and so largely, amply, and fully, to all intents and purposes, as the said *R. S.* his Executors, Administrators or Assigns, or any of them, might have holden and enjoyed the same, if this present grant

grant or assignment had never been made; Yielding, &c. there-
fore yearly, during the said term, at or in the Mansion or Manor
house of B. aforesaid, unto him the said R. S. his Exec. Admi-
nistrators or Assigns, the sum of, &c. *Provided always, &c.*
That if the said rent, or any part or parcel thereof, shall happen
to be behind and unpaid at the place aforesaid, over or after a-
ny of the said Feasts, or days of payment, in which, as aforesaid,
it ought, or is limited to be paid, by the space of, &c. (being
lawfully demanded at B. aforesaid, by the said R. S. his Execu-
tors, administrators, or assigns;) That then it shall and may be
lawfull, to and for the said R. S. his Executors, Administrators
or Assigns, into the said one half of the said Manor, and other
the premises before by these presents demised or granted, to en-
ter; and the same to have again, repossesse and enjoy, as in his
or their first and former estate; any thing in these presents con-
tained to the contrary notwithstanding. And the said I. T.
for him, his Executors, Administrators and Assigns, doth by
these presents Covenant and grant, to and with the said R. S.
his Exec. Administ. and Assigns, That he the said I. T. his Exe-
cutors, &c. shall and will, during all the time that he. or they
shall, or lawfully may have and hold the premises by these pre-
sents demised, well and truly pay, or cause to be truly paid un-
to the said R. S. his Executors, Administrators or Assigns, the
said yearly rent of, &c. before by these presents mentioned to
be reserved, at such Daies, Times and Places, as the same is by
these presents limited, or ought to be paid, according to the
purport and true meaning of these presents. And the said R.
S. for him, his Exec. &c. doth by these presents covenant and
grant, to and with the said I. T. his Executors, &c. in manner
and form following; that is to say, That he the said R. S. his
Executors, &c. shall and will from time to time, and at all times
during the said term, according to the purport of the said re-
cited indenture, unto him by the said R. S. and E. C. made,
well and truly pay, & discharge, all such rents, duties and pay-
ment, as shall be due & payable for the premises, or any part
thereof, unto the said R. S. and E. C. or the Executors or As-
signs, of them or either of them, and thereof shall from time to
time, and at all times, clearly acquit and discharge the said I.

Proviso, that
if the rent be
not paid by
the space of,
&c. after any
of the Feasts,
&c. being de-
manded, that
then the As-
signor may re-
enter, &c.

Covenant by
the Assignee
during the
time that he
shall lawfully
hold the pre-
mises, to pay
the rent re-
served upon
the assign-
ment.

Covenant by
the Assignor,
to pay the
rents, &c. up-
on the first
assignment, &
thereof to ac-
quit the now
Assignee, &c.

Mutual Covenants, that neither the assignor, nor assignee, will do any thing, or leave any thing undone, whereby to make void the Lease, or whereby any of the Covenants shall be broken. And that they at their equal charges will perform and keep all the covenants & agreements in the last recited Indenture, or other than such which concern the payment of the rent which the assignor ought to pay, in respect that he hath reserv'd a rent, & the reparations of the Mansion house.

Which Rent the assignor doth covenant to pay, & also to repair the house, for that it is agreed betwixt them, that the assignor shall

T. his Executors, &c. And the said J. T. and R. S. and either of them, doth by these presents, for themselves, their, and either of their Executors, &c. severally Covenant and grant, to and with th' other of them, their, &c. in manner and form following, that is to say, That neither the said J. T. and R. S. their Executors, &c. nor any of them shall at any time or times during the said term, make, do, execute or commit, or willingly suffer to be done, or leave undone or omitted, any act or acts, thing or things whatsoever, whereby the said Lease for term of years, made or granted unto the said R. S. by the said R. S. and E. C. shall be made void, frustrate, or defeasible, whereby any of the Covenants or agreements therein contained, shall be broken or infringed; and that they the said R. S. and J. T. their Executors, &c. at their equal and indifferant costs and charges, shall and will from time to time, and at all times during the said term by these presents demised or granted, well and truly observe, perform, fulfill, and keep, all privileges and agreements as are to be observed on the behalf of the said R. S. his Executors, &c. mentioned, contained, or specified in the said last recited Indenture made between the said R. S. and E. C. of th' one part, and the said R. S. of th' other part according to the purport and true meaning of the said Indenture, other than such Covenants, grants, and reservations, as are thereby made for the payment of the said yearly rent of &c. and the reparations of the said Mansion house, which said rent of, &c. is to be paid only by the said R. S. in respect of the rent to him by these presents reserved. And the said Mansion house is to be repaired by the said R. S. his Executors, Administrators and Assignes, during the said term; Which Rent to pay, and reparations to do, he the said R. S. doth by these presents, for him, his Executors, &c. Covenant and grant to and with the said J. T. his Exec. &c. to pay, perform, and do, in respect and consideration that it is agreed between the said parties, that the said R. S. shall or may there dwell and inhabit in the said Mansion house solely, during the said term. And the said J. T. and R. S. do, and either of them doth, for themselves, and for the Executors, &c. of either of them, severally Covenant, grant, and agree, to and with th' other, his

Executors, &c. that they the said *J. T.* and *R. S.* their Executors, &c. shall and will, at their equal costs and charges yearly, during the said term, pay one yearly Rent of, &c. payable for, or issuing out of the said Manor and premises, to the, &c. and shall &c. will likewise at their equal costs and charges, stock the whole Farm of the Manor of *B.* with Sheep, Corn, Cattel, and other things, which shall remain and be occupied in Common between them both, and between the Executors &c. of them, during the said term; And that the parties to these presents, their Executors, &c. shall equally and indifferently have, perceive, take, and enjoy, yearly, as it shall arise, the profits, commodities, and increase coming of the whole Minor, and other the premises, and of the stock thereupon, being, or to be during all the said term; And in the end of the said term, or at any time before the end, when both the said parties, their Executors, &c. or any of them shall think meet, to leave their joynt occupying, to make an equal division both of the said Manor, Stock, and other the premises; And that neither of the parties to these presents, nor the Executors, &c. of either of the said parties, shall at any time or times hereafter, take any advantage, profit, or commodity of the said Farm, Stock, or other the premises, or of any part thereof in Common; But either party to these presents, their Executors, &c. shall from time to time, and at all times hereafter, have, receive, perceive, take, and enjoy the moity of the said Manor, and Stock, and of the profits, commodities, benefits, and increase thereof, without any let or interruption of th'other party, his Executors, &c. according to the true intent of these presents. And further, the said parties, for them, their Executors, &c. do by these presents Covenant and grant, and either of them to and with th'other, his Executors, &c. that the said *R. S.* his Executors, &c. shall and will, from time to time, and at all times during the said term, have, hold, occupy and enjoy, solely to his and their privat use and commodity, the said Manor-house, except such Lofts and Garners there, as shall be sufficient yearly, during the said term, for the laying and bestowing thereof the Corn and Grain of the said *J. T.* which the said *J. T.* his Executors, &c. shall have, or may take, without any eviction, or expulsion of either, or any of the said parties

dwell therein during the term.

Mutual Covenant, to pay a Rent, issuing out of the premises to the *Q.* at their equal costs; As also to stock the Farm with Corn, Cattel, &c. to be occupied in common.

And that the parties, during the said term, shall equally rake the profits in common, & the stock.

And at th'end of the term, or before, if they so agree, to make equal division of the Manor, Stock, &c. and that ever after they shall not hold in common, &c.

Mutual Covenant, that the Assignor shall solely, during the term, occupy the Manor-house, except such lofts &c. as shall be sufficient yearly during the said term, for the laying of

the Corn of the Assignee. Covenant, that the premises are, & shall continue discharged of all former grants, &c. & incumbrances, except such incumbrances as are contained in the said recited Indenture &c.

And that the Assignee shall enjoy the moiety of the Manor, & of all benefits, advantages, &c. of the Covenants &c. contained in the said recited Indent.

ties to these presents, their Executors, &c. And finally the said R. S. doth by these presents Covenant and grant, to and with the said I. T. his Executors, &c. that the said Manor, and other the premises before by these presents demised or granted, now be, and at all times hereafter shall continue, clearly acquitted and discharged of all grants, charges, interests, and incumbrances, before delivery of these presents had, made, done or committed by the said R. S. or his assigns, or by his or their means, consent, or procurement (such incumbrances as are contained in the said Indenture made between the said R. S. and E. C. of th'one part, and the said R. S. of th'other part, only excepted and foreprised.) And further, that the said I. T. his Executors, &c. shall from time to time, and at all times hereafter, have and enjoy the moiety of the said Manor and Farm, and of all such benefits, advantages, profits and commodities of all the Covenants, grants, Articles and agreements, contained in the said recited Indenture made between the said R. S. and E. C. of th'one part, and the said R. S. of th'other part, which on the part of the said R. S. and E. C. their Executors, Administrators and Assigns, ought to be performed and done. *In witness whereof*, &c.

A Lease of a Mansion-house, certain Lands, &c. with a large exception, and many special Covenants therein contained.

THIS INDENTURE, made, &c. Between H. P. &c. of th'one part, and I. M. of th'other part, *Witnesseth*, That the said P. H. &c. hath demised, granted, and to farm-letten, &c. all that the Mansion-house, &c. situate, lying and being in &c. (All and singular the Woods, Vn lerwoods, and trees, now standing, and growing, or being, or which at any time hereafter shall grow, or be in or upon the demised premises, or any part or parcel thereof, together with free liberty, full power and authority, for him the said H. P. his Heirs and Assigns, and for his and their Workmen, Servants and Labourers, from time

Exception of Woods, with power to cut down, cleave, &c. and to cord, cole, and carry away,

to time, and at all times, during the said term, hereafter in these presents expressed, at his and their will and pleasure; to sell & cut down, cleave out, and saw, and saw-pits and coal-places to make and dig, and the said woods and underwoods, or any part thereof to cord, coal, and carry away, together with all and all manner of Hawking, Hunting, Fishing, Fowling, in or upon the said premises, or any part thereof; and also full power, free liberty, license, and authority, to keep Courts in the said Mansion, at such time, as to the said *H.* his Heirs or Assigns, shall be thought good, always out of this present demise, excepted and foreprized) *To have and to hold* all that the said Mansion house &c. (except before excepted) unto the said *I. M.* his Executors, Administrators, & Assigns, from the Feast of &c. from thence, next ensuing, & fully to be compleat and ended, Yeelding &c. yearly, during the said term, unto the said *H. P.* his Heirs & Assigns, the sum of &c. at 2 of the usual feasts or terms in the year, that is to say, &c. by even portions to be paid; And if it shall happen the said yearly rent, of &c. or any part or parcel thereof, to be behind and unpaid, in part or in all, by the space of, &c. over or after any of the said Feasts or days of payment, in which, as aforesaid, it ought or is limited to be paid (being lawfully demanded) that then, and from thenceforth, it shall and may be lawful, to and for the said *H. P.* his Heirs or Assigns, in- to all and singular the said dwelling houses, lands, tenements, and hereditaments, and other the premises before mentioned to be demised, and in every part thereof, to reenter, & the same to have again, repossesse and enjoy, as in his or their first and former estate and estates, any thing before in these presents contained to the contrary therof, in any wise notwithstanding. And the said *I. M.* doth by these presents, for him, his Executors, &c. covenant and grant, to & with the said *H. P.* his Heirs, &c. in manner & form following, that is to say, that he the said *I. M.* his Heirs, &c. shall and will from time to time, and at all times, during the said term, at his and their own proper cost & charges, well and sufficiently repair, sustain, maintain, and keep the said Manor house, and other buildings, and hedges, ditches, fences, and inclosures, in, upon, and about the demised premises, and every part and parcel thereof, in and by all needfull and

Exception of
Hawking,
Hunting, Fish-
ing, Fowling,
with power to
keep Courts;
&c.

A power of re-
entry for non-
payment of
rent lawfully
demanded.

Covenant,
that the lessor
will repair the
house with
needfull repa-
rations, and
the hedges,
ditches, &c.
and so repai-
red will leave
them at the
end of the
term.

Covenant
that the Les-
see will pro-
vide or cause
to be provi-
ded, dinners,
for the lessors
&c. Steward
&c. when any
Court shall be
holden, as also
horse meat &
Stable room
for their hor-
ses.

Covenant
that the Les-
see will at his
proper costs
maintain the
marks, fences,
and inclosures
of the land
of the Lessor,
therefore pay-
ing, &c.

A Proviso
that the Les-
see shall nor
assign without
licence of the
Lessor, &c. in
writing first
had, and if he
doth, that the
Lessor, &c.
shall and may
reenter, &c.

necessary reparations, and amendments, and the said Mansion-house, and other buildings well and sufficiently repaired and amended, and the hedges, ditches, fences and inclosures, well and sufficiently made and maintained, in the end and expiration of the said term shall yeeld and leave up.

And further, that he the said *I. M.* his Heirs, &c. shall & will from time, &c. provide, find, or cause to be provided, and found, at his and their own proper costs and charges, the dinners for the said *H. P.* his Heirs or Assigns, and for his & their Steward, and other Officers, when and as often as there shall be any Court or Courts holden or kept for the said Manor, and also good and sufficient horsemeat, and stable room, for his and their horses, when and as often as the said Court shall be there holden.

And further, that he the said *I. M.* his Executors, &c. shall and will, at his and their own proper costs and charges, well and sufficiently make, maintain, and keep, or cause to be maintained and kept, all such marks, fences, and inclosures, of the said demised premises, which shall or be against all or any of the said Lands, Tenements, or Hereditaments of the said *H. P.* the said Lands, Tenements, or Hereditaments of the said *H. P.* now in the occupation of the said *H. P.* his Executors or Assigns, paying or allowing therefore yearly unto the said *I. M.* his Executors or Assigns, &c. of good, &c. *Provided* always, that if the said *I. M.* his Executors, &c. or any of them, shall at any time or times hereafter, during the said term, demise, grant, assigne, or set over, or cause to be demised, granted, assigned, or set over, all or any part of the said Lands, Tenements, Hereditaments, and other the Premises before mentioned to be demised, or vesture, or herbage thereof, to any person or persons whatsoever, without licence of the said *H. P.* his Heirs or Assigns, thereunto in writing first had and obtained, That then and from thenceforth it shall and may be lawfull to and for the said *H.* his Heirs and Assigns, into all and singular the lands, &c. and other the premises before by these presents mentioned to be demised, and into every part and parcel thereof, to Reenter, and the same to have again, as in his or their former estate, any thing before in these presents contained to the contrary thereof notwithstanding. And the said *H. P.* for him, his

Heirs,

Heirs, &c. doth by these presents Covenant and grant, to and with the said *I. M.* his Heirs, &c. in manner and form following, that is to say, That he the said *H. P.* his Heirs and Assignes, shall and will, &c. during the said term, at his and their own proper costs and charges, within, &c. next after request to him or them, by the said *I. M.* his Executors, Administrators, or Assigns, to be made, not only assign and appoint unto him or them such and so much timber, growing or being upon some part of the said demised premises, as shall be sufficient & convenient for the repairing, maintaining, amending, or new making (if need shall require) of the said Mansion-house, or other buildings before by these presents demised; But also shall likewise yearly during the said Term, within &c. next after like request to him or them by the said *I. M.* to be made, at his and their like costs and charges, assign or appoint unto him or them, upon the said premises, sufficient and convenient fewell and fire-boot, gate-boot, wain-boot, Cart-boot, and plough-boot, to be expended or spent upon the said premises by these presents mentioned to be demised, and not elsewhere, which said timber, fewell and fire-boot, gate-boot, wain-boot, cart-boot, and plough-boot, so assigned, or appointed, it shall and may be lawfull to and for the said *I. M.* his Executors, &c. or for his and their servants and workmen, or any of them, from time to time, and at all times during the said term, to sell, cut down, and work out, and the same with their Waynes and Carriages to carry away, and imploy about the said reparations, buildings, fewell, and fire-boot, gate-boot, wain-boot, cart-boot, and plough-boot, and not otherwise, without any let or disturbance of the said *H. P.* his Heirs or Assigns, without any acceptr or other thing therefore yeelding, rendring or paying, And in default of such assignment, after such request, as aforesaid, made, without any assignment to take and have the same timber, fewell and fire-boot, cart-boot, wain-boot, gate-boot, and plough-boot, so as before to be expended or spent, and not otherwise. And further, the said *I. M.* for him, his Heirs, &c. doth by these presents Covenant and grant, to and with the said *H. P.* his Heirs, &c. in manner and form following.

Covenant that the Lessor &c. at his proper costs shall within &c. after request, assign timber for reparations and new making of &c. if need be; As also that the Lessor after like request, shall yearly assign sufficient fireboot, &c. and that it shall be lawfull for the Lessee, &c. to cut down, work out, and carry away the same, to be imployed about the said uses, and not otherwise, without paying or acceptr render for the same. And in default of Assignment after request, to take without assignment.

Covenant that Lessee shall not follow.

low, or cause to be sown such ground by such space before the end of the term, Covenant, that if the Lessor, &c. shall cut down any of the woods, or underwoods, that then it shall be lawfull for him, &c. to inclose them, & that the Lessee shall not depasture them with any cattle other than Colts of a year old, And that the Lessee, &c. shall at his proper costs maintain the hedges, &c.

following, that is to say, That he the said *I. M.* his Heirs, &c. shall not low, or cause to be sown, any of the Marish ground before by these presents demised, before the end of the term, and space of, &c.

And further, that if the said *H. P.* his Heirs or Assigns, shall at any time or times, during the said term, sell or cut down any of the woods or underwoods, growing upon the said premises, that then, and so often, it shall and may be lawfull to and for the said *H.* his Heirs or Assigns, to encompassse or inclose much of the said wood-ground wherupon such selling shall be. And that after such inclosure made, the said *I. M.* his Executors, Administrators and Assigns, nor any of them, shall depasture or feed in the said Coppizes so to be inclosed; nor put, nor suffer to go there any manner of cattle, other than Colts of one year old, during the said term of 5 years, and shall further during that 5 years, at his own costs fence and maintain the said hedges and fences so to be made by the said *H. P.* his Heirs or Assigns. *In witnesse* whereof, &c.

Letter of Attorney irrevocable, for the assignment of a Recognizance (acknowledged in Chancery) whereupon Judgement is there had (with divers Covenants therein contained) to the proper use of the Assignee.

K Now all men by these presents, That whereas *A. S.* &c. by Recognizance acknowledged at Westminster in Court of Chancery (*salis die & anno*) acknowledge himselfe to be indebted unto one *I. M.* &c. of, &c. to be paid unto the said *I. M.* or to his sure Attorney, upon the Feast, &c. then next following the date of the said Recogn. with a certain condition thereupon endorsed, as by the said Recogn. and Condition more at large it doth and may appear; and where sithence the acknowledging of the said Recognizance the said *I. M.* has

ed two Writs of *Scire facias* against the said *A. S.* in the said High Court of Chancery at *Westminster*, upon the said Recognizance, against the said *A. S.* as by the said Judgement remaining of Record in the said Court of Chancery appeareth. Now these presents witness, that the said *J. M.* for diverse good causes & considerations him thereunto specially moving, hath granted, bargained and sold, and set over, and by these presents doth fully, clearly and absolutely grant, bargain, sell, assign and set over, unto *H. P.* of *Dev.* the said Recognizance, and all sums of money therein contained, together with the same, together with the said Judgement thereupon given, with all such benefit, advantage, commodity, and sums of money, as the said *J. M.* his Executors, Administrators, or any of them, may or can, might, should or ought to have, receive, take, recover, or in execution have, by force or means of the said Recognizance, judgement, and execution, or any of them. And further the said *J. M.* doth by these presents, for him, his Executors, &c. ordain, constitute, and in his place put and appoint the said *H. P.* during the natural life of the said *N.* and the Executors of the said *M.* after his decease, to be his true and lawful Attorney or Attorneys irrevocable, for him, and in the name of him the said *A. M.* during his life, and of the Executors, &c. of him the said *J. M.* after his decease, to ask, demand, receive, recover, and in execution to take, levy, and have, of, and against the said *A. S.* the Executors and Administrators of the said *A. S.* or any of them, all or any of the said sums of money, mentioned, contained or specified in the said Recognizance, and all and every such sum and sums of money as is already recovered, or may arise, grow due or payable, upon or by reason of the said Recognizance, and judgement, or any of them, and execution or executions in the name of the said *J. M.* his Executors, &c. upon the said Recognizance, and judgement, thereupon given, as the cost and charges of the said *H. P.* his Executors, &c. to take, have, sue for, and levy; And all such sum and sums of money, as shall or may be had, taken, recovered or levied, upon, or by reason of the said Recognizance, and judgement thereupon given, or either of them, to receive,

receive, perceive, take, have, and detain, to the proper use and behoof of the said *H.* his Executors, &c. without any accompt or other thing therefore yeelding, rendring, or paying, unto the said *A. M.* his Executors, &c. And in default of payment of all, or any part of the said sum or sums of money mentioned in the said Recogn. to Arrest, sue or implead, or execution to take against the Heirs, Executors, or Administrators of the said *A. S.* or any of them upon the said Recogn. or judgement, or upon either of them, in any lawfull Action or Actions, Sute or Sutes, Plaint or Plaints, in any Court or Courts of the Commonwealth of *England*, for or in the name of the said *I. M.* his Executors or Administrators, And judgement and execution thereupon to take and have, And Attorney or Attorneys, for, in, or concerning the said premises, or any part thereof, for or in the name of the said *I. M.* his Executors, &c. to make, constitute, ordain, and appoint, and them also as his and their will and pleasure to alker, revoke, change, and remove; And further to make, do, execute and commit, or cause to be made, done, executed and committed, in the name of the said *I. M.* his Exec. &c. all and every matter and thing, Act and Acts whatsoever, meet, necessary, expedient, or convenient for the recovery, levying, having, or execution, making, taking, or having of all, or any of the sum or sums of money mentioned or contained in the said Recogn. and judgement thereupon given, or either of them, and all and singular such sum and sums of money, or other thing, as he the said *H.* his Exec. &c. shall by reason of the said Recogn. or judgement, or Execution thereupon to be had, made, or taken, have, take, levy, or recover in the name of the said *I. M.* his Executors, &c.

And the said *I. M.* doth for him, his Executors, &c. Covenant and grant, to and with the said *H.* his Executors, &c. that it shall and may be lawfull, to and for the said *H.* his Executors, &c. to have, take, retain, keep and enjoy, &c. in his and their own use, without any accompt, or other thing therefore to be yeelded, rendred, or given. And the said *I. M.* ratifieth and alloweth, and by these presents confirmeth and avoweth, all and every matter and thing, Act and Acts whatsoever, which the said *H. P.* his Execu-

Covenant
that the Assignee or Attorney, &c. shall retain the sum to his, &c. own use, without accompt rendered.

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ors, &c. or any of them, shall at his and their costs and charges, doe, execute, or commit, or cause be done, executed or committed, in the name of the said *I. M.* his Executors, &c. in, about, touching or concerning the premises, or any part thereof, and the said *I. M.* doth by these presents, for him, his Heirs, &c. and every of them, Covenant and grant, to and with the said *H. P.* his Heirs, &c. in manner and form following, that is to say, that the said *I. M.* nor any other person or persons, by his or their consent, privity, or procurement, already hath not made, done, executed or committed, nor that he, his Heirs, &c. nor any of them, nor any other person or persons by his or their procurement, shall or will at any time or times hereafter, make, do, execute or commit, or cause to be made, done, executed or committed, any Act or Acts, thing or things whatsoever, whereby the said Recogn. or all, or any of the sum or sums of money therein contained, or any action or actions, sute or sutes, plaint or plaints, commenced or to be commenced thereupon, or any judgement or judgements thereupon already given, or hereafter to be given, now be, or at any time or times hereafter shall be, released, discharged, discontinued, nonsuted, disallowed, or otherwise hindered, or made void or frustrate, or whereby the said *H. P.* his Executors, &c. in the name of the said *I. M.* his Executors, &c. shall not or may not recover and have the said sum and sums of money in the said Recogn. mentioned, and execution or executions of the said Judgements.

And further, that he the said *I. M.* his Executors, &c. shall and will from time to time, and at all times for ever hereafter, upon reasonable request, and at the costs & charges in the law of the said *H. P.* his Heirs, Executors, &c. make, do, execute, or cause to be made, done and executed, all and every such Act and Acts, thing and things, devise and devises, in the law whatsoever, meet, necessary, or expedient, for the said recovery of all or any of the sum and sums of money before mentioned, & for the execution of the said judgement already obtained upon the said Recognizance, by the said *H. P.* his Heirs, &c. or by his or their learned counsel in the Law, shall be reasonably devised, advised and required.

O

Covenant, that the assignor hath done no Act or thing, nor that he, his Heirs, Executors, &c. shall do or cause to be done, whereby the Assignee &c. shall be hindered of the recovery, or receipt of the sum or sums due upon the Recogn. or judgement thereupon had.

Covenant, that the Assignor, &c. upon request at the charges in the law of the Assignee, will do any Act, thing, or devise in the law necessary for the recovery of the sum or sums of money contained in the Recogn.

And &c.

Covenant, that the Assignor will not revoke the Letter of Attorney, nor do any thing whereby to frustrate the same; But will avow every thing therein contained, & all acts and things don by the Assignor, &c. by reason of the Recognizance, or judgement thereupon.

And finally, the said *I. M.* doth by these presents, for him, his heirs, &c. covenant and grant, to and with the said *H.* his Executors, &c. that neither he the said *I. M.* his Executors, &c. nor either, or any of them, shall or will at any time or times after the date of these presents, revoke, countermand, disannull or avoid, or by any other means or way whatsoever make frustrate, or annihilate the said Letter of Attorney, or any liberty, licence, power, and authority, or any thing in these presents contained, But shall and will, from time to time, and at all times hereafter, justifie and allow, uphold, maintain and avow the same, and every matter and thing therein contained, or thereby covenanted or granted, and all and every such suits and sutes, execution and executions, act and acts, thing and things, as the said *H.* his Executors, &c. shall and will at his and their costs and charges, take, commence, prosecute, sue, or follow, in the name of the said *I. M.* his Executors, &c. upon or by reason of the said Recognizance, and judgement thereupon given, or either of them. *In witness* whereof, &c.

Letter of Attorney irrevocable, for the Assignment of an Obligation to the proper use and behoof of the Assignee.

NOW all men by these presents, That whereas, &c. Now these presents witnesseth, that the said *R. W.* hath for divers considerations granted, assigned, and set over, and by these presents doth grant, assign, and set over unto *W. E.* &c. the said Obligation, and all sums of money therein contained, together with all such benefit and commodity as the said *R. W.* his executors, &c. can or may take or recover.

And further, the said *R. W.* doth by these presents constitute, and in his place put, the said *W. E.* to be his lawfull Attorney irrevocable, for him, and in his name to ask, levy, recover, take, and have of the said *I. F.* and *W. F.* or either of them, the said sum of, &c. contained in the said condition, at the time and place in the said condition specified, or at any other time or place.

place, and in default of payment thereof or any part thereof, to be made unto the said *W. E.* in my name, or in the name of my Executors, &c. to arrest, sue, or implead the said *I. F.* and *W. F.* their Heirs, Executors, &c. or either of them, upon the said Obligation, in any sute or plaint, in any Court or Courts within the Commonwealth of *England*, and Attorney and Attorneys, for me, and in my name to make, and if need be to revoke, and all or any of the said actions, sutes or plaints, in my name to follow and prosecute, against the said *I. F.* and *W. F.* or either of them, ratifying and allowing all and every the matters and things, act and acts whatsoever, which my Attorney, his Executors, Administrators and Assigns, or any of them shall lawfully make, do, execute or commit, or cause to be made, done, executed or committed, in, about, or concerning the premises. *In witness whereof, &c.*

An Indenture that the Grantor shall infeoff another person, before a day limited in the Indenture, of certain Lands, with general Warranty, to such uses as shall be limited by the Feoffment.

THIS INDENTURE made, &c. Between *I. A.* &c. of th'one part, and *I. W.* &c. of th'other part, *Witnesseth*, that the said *I. A.* in consideration, &c. And the said *I. A.* doth by these presents, for him, his Heirs, Executors, Administrators and Assigns, Covenant and grant, to and with the said *I. W.* his Heirs, Executors, Administrators and Assigns, in manner and form following; that is to say, that he the said *I. A.* shall and will, before, &c. upon reasonable request, and at the costs and charges in the Law of the said *W.* by Deed infeoff *I. E.* the younger, of, &c. Yeoman, and *G. A.* of, &c. of and in all those, &c. whether more or lesse, and bounding and butting in manner and form following, that is to say, &c. as the marks and bounds divide and shew, to be had and holden of the said *I. E.* & *G. A.* their Heirs and Assigns, to such use and

Covenant,
that the bar-
gainor is, and
at the time of
a future Feoff-
ment to be
made, shall be
seised in fee or
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ral, of a law-
full, absolute,
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sible estate in
his own right,
&c.

Covenant,
that they to
whom the uses
shall be limi-
ted by the fu-
ture feoffe-
ment, may
peaceably and
lawfully en-
joy the said
Lands, &c.
without any
lawfull let,
&c. acquitted
and dischar-
ged, or saved
harmless from
former bar-
gains, &c. and
incumbrances
&c. the Rents
and services
only due to
the Lord &c.
of the fee ex-
cepted.

uses, and in such manner and form, as in and by the said Deed of Feoffment shall be limited and declared, and not to any other use or uses, intent or purpose.

And the said *I. A.* doth by these presents, for him, his Heirs &c. Covenant and grant, to and with the said *I. W.* his Heirs &c. that he the said *I. A.* at the time of the enfealing and delivery of those presents, is, and at the time of seison and thereupon execute according unto the purport of the said Deed of Feoffment, shall be seised in his demean, as of fee-simple, or fee-tayl general, of a good, sure, lawfull, rightfull, absolute and indefeasible estate, And now hath, and then shall have, good, lawfull authority, and rightfull power, in his own right, to give, grant, and convey the said Lands, and all other the premises, with the appurtenances, according to the purport of the said Deed of Feoffment, unto the said *I. E.* and *G. A.* And to such uses and intents as shall be contained in the said Deed of Feoffment, And that such person or persons to whom the use or uses shall be in or by the said Deed of Feoffment limited, shall, or lawfully may, from time to time, and at all times after the execution of the estate upon the said Deed of Feoffment to be made, peaceably, and lawfully have, hold, and enjoy the said Lands and Tenements, and all other the premises, with the appurtenances, according to the limitation of the uses in the said Deed of Feoffment to be contained, without any lawfull let or expulsion, eviction, or disturbance, of the said *I. M.* his Heirs, &c. or any other person or persons whatsoever, And that cleerly acquitted and discharged, or else from time to time, from and after the execution of the said estate by the said *I. A.* his Heirs, &c. sufficiently saved harmlesse and indemnified, of and from all and all manner of former bargains &c. and incumbrances whatsoever, had, made, done, executed or committed, or before the execution of the said estate to be had, made, done, or committed by the said *I. A.* his Heirs, &c. or by any other person or persons whatsoever, The rents and services from henceforth due or payable for the said lands, and other the premises to the Lord or Lords of the fee or fees thereof only excepted; And further, the said *I. A.* his Heirs, &c. and all and

eve.

every other person and persons, any estate, interest, or thing, having or lawfully claiming to have, by, from, or under the said *I. A.* his &c. shall and will, from time to time, and at all times during the space of, &c. next, &c. upon request, and at the costs and charges in the law of the said *I. W.* his Heirs, &c. acknowledge, make, doe, execute, or suffer to be acknowledged, made, done, and executed, all and every such further reasonable and lawful Act and Acts, thing and things, devise and devises in the law whatsoever, for the further assurance, &c. and other the premises, with the appurtenances, to such person or persons, their Heirs and Assigns, to whom the use or uses of the said premises shall be in or by the said Deeds of Feoffment limited; Be it by Fine, Feoffment, &c. as by the said *I. W.* his Heirs, or Assigns, or by his or their learned Council in the Law, shall be reasonably devised, or advised and required.

The Common Covenant for further assurance to be made.

And further, the said *I. A.* doth by these presents, bargain and sell unto the said *I. W.* all and singular the deeds, charters, writings, evidences, escripts, and minuments concerning only the said premises, or any part thereof, all or so many of them as the said *I. A.* or any other person or persons to his use, or by his delivery, hath in his or their custody, or which he may lawfully come by, without sute in law.

The usual clause of sale of the evidences which concern the title: and covenant to deliver them before a day certain.

And he the said *I. A.* doth by these presents, for him, his Heirs, &c. Covenant and grant, to and with the said *I. W.* his Heirs, &c. well and truly to deliver the said, &c. or cause them to be delivered unto the said *I. W.* his Heirs, &c. on this side or before the &c. next ensuing the date of these presents. In Witnesse whereof, &c.

A Deed of Feoffment of the lands before mentioned in the Indenture.

TO all, &c. know ye that I the aforesaid, &c. for diverse Causes and Considerations, me especially moving, have, given, &c. and by this my present writing indented

A Proviso for
the Lessee of
the old uses
upon tender
of money.

dented have confirmed unto *I. B.* the younger of, &c. and *G. A.* of, &c. all those, &c. and the reversion and reversions, remainder & remainders of all and singular the aforesaid Lands and Tenements, with the appurtenances before mentioned to be given or confirmed, with all and singular their appurtenances, to the aforesaid *I. B.* and *G. A.* their Heirs and Assigns for ever, to the use, behoof, and intents hereafter in these presents mentioned and declared, and to none other uses or intents; viz. to the use and behoof of *I. W.* Son and Heir apparent of *I. W.* of, &c. his Heirs and Assigns for ever. *Provided* alwayes, nevertheless, that if the aforesaid *I. W.* aforesaid, or his Assigns, do pay, or bring to pay, or bring to the elder Churchwarden of the Parish Church of, &c. aforesaid for the time being, in the Church Porch of the Parish Church of, &c. aforesaid, Twelve pence of lawfull, &c. any time or times during the life of the aforesaid *I. W.* aforesaid, at one entire payment; that then, and from thenceforth the uses aforesaid before by these presents limited to the aforesaid *I. W.* the Son, shall cease, be frustrate, and have no longer continuance, and that then, then afterwards, and altogether from thenceforth, the uses of the Lands and Tenements aforesaid, shall be, and the aforesaid *I. B.* and *G. A.* and their Assigns, and all others, shall stand, and be seized to the only use and behoof of the said *I. W.* aforesaid, his Heirs and Assigns for ever, and to none other uses or intents, any thing before in this present Writing contained to the contrary hereof notwithstanding. To hold of the Chief Lord of the Fee by the service therefore due, and of right accustomed. And I the aforesaid *I. A.* and my Heirs, all and singular the aforesaid Lands, Tenements, Hereditaments, and other the premises, with all and singular their appurtenances, to the aforesaid *I. B.* and *G. A.* their Heirs and Assigns, to the use, behoof, and intents aforesaid, against all men will warrant, and for ever defend by these presents, *In witness, &c.*

A Deed of Feoffment of a Parsonage, and Advowson of the Vicaridge thereto belonging, with Warranty against the Feoffor and his Heirs.

TO all, &c. Know, &c. all that my Rectory of *V.* with the Advowson and Presentation of the Vicaridge of *V.* aforesaid, and all and singular houses, barns, edifices, lands, Glebes, tenements, pensions, portions, tithes, oblations, obventions, and hereditaments whatsoever, being, or reputed to be, part, parcel or member, with the appurtenances of the Rectory aforesaid usually demised, used, or occupied with the same, which the aforesaid *I. B.* lately purchased of, &c. To have and to hold the Rectory aforesaid, together with the Advowson and Presentation of the Vicaridge aforesaid, and all and singular houses, edifices, lands, Glebes, tenements, pensions, portions, tithes, oblations, obventions, hereditaments, and all and singular other the premises, with the appurtenances, to the aforesaid, &c. his Heirs and assigns for ever, of the Chief Lord of the Fee, by the service therefore due, and of right accustomed, &c. (*With the usual clause of Warranty.*)

An Indenture of bargain and sale, made to the Lessee, of the same land, with Proviso, that if the Bargainee do not pay a certain sum of money, at a day, then the Grant to be void.

THIS INDENTURE, &c. Between the Right Honorable *H. Lord Windsor*, of th'one part, And *I. H.* of &c. of th'other part, *Witnesseth*, That the said *H. Lord Windsor*, as well for and in consideration of the sum of, &c. to him the said *H. Lord W.* by the said *I. H.* well and truly in hand paid, &c. As also for and in consideration of, &c. to him the

the said *H. L. W.* by the said *I. H.* his Executors, &c. to be paid in manner and form according to a proviso hereafter in these presents contained, hath bargained and sold, and by these presents doth fully, clearly, and absolutely bargain and sell unto the said *I. H.* All and singular the Lands, Tenements, and Hereditaments, hereafter mentioned, that is to say, the Site or Manor-house, of *G. &c.* and other buildings to the said Site or Manor-house belonging or appertaining, with the appurtenances, one Orchard, &c. situate, lying and being, in the Parish of &c. and now being in the tenure or occupation of &c. or of his Assigns, by vertue of a demise thereof made to him the said *J. H.* by the said *H. Lord W.* which said Site or Manor-house, are together situate, lying and being in &c. aforesaid, and do bound and butt, &c. And further the said *H. Lord W.* hath for the consideration aforesaid, bargained and sold, and by these presents doth fully and clearly bargain and sell, unto the said *I. H.* the reversion and reversions, remain and remainder, of all and singular the said Site, or Manor-house, &c. and all and singular other the Lands, &c. of the said *H. Lord W.* which he the said *H.* holdeth by reason or virtue of the said two several Leases to him made by the said *H. Lord W.* and the receipts and other things reserved upon, or payable by reason of any demise or demises of the said premises, or any part or parcel thereof heretofore made, together with all and singular the Deeds, &c. concerning only the said Site or Manor house, Lands, Tenements, and other the premises before mentioned to be bargained and sold, or only any part thereof, And the true Copies of all such other Deeds, Evidences, and writings as concern the said premises, or any part thereof, joyntly together with other Lands, and Tenements, the same Copies to be written out at the costs and charges of the said *I. H.* his Heirs or Assigns: *To have, &c.* the said Site or Manor-house, &c. and all and singular other the premises, unto the said *I. H.* his Heirs and Assigns for ever. *Provided alwayes*, that if the said *I. H.* his Heirs, &c. or any of them, shall not well and truly content and pay, or cause to be well and truly contented and paid unto the said *H. Lord W.* his Executors, &c. the sum of, &c. before recited, in manner and

and form following, that is to say, &c. at or in, &c. and &c. one other parcel thereof, at the place aforesaid, in or upon the &c. But in payment thereof, or of some part thereof, shall make default, That then and from thenceforth it shall and may be lawfull to and for the said *H. Lord W.* his Heirs or Assigns, into the said Site or Manor-house, &c. and into every part and parcel thereof, with all and singular their appurtenances, to reenter, and the same to have again, reposseffe and enjoy, as, in his or their first and former estate and estates any thing before in these presents contained to the contrary thereof notwithstanding.

[Here followed the usual Covenants, as first, that the Bargainor is seized of a rightfull, absolute, indefeasible estate, in fee-simple, or fee-tayl general, &c. in his own right, and had lawfull power in his own right to convey, &c. as aforesaid; And that upon payment as aforesaid the Bargainee shall peaceably and lawfully enjoy the &c. without any eviction or disturbance, &c. and that the lands are and shall be discharged or saved harmlesse from all former bargains, &c. and incumbrances whatsoever, the rents due to the chief Lord of the fee excepted. Secondly, the usual Covenant of further assurance, &c. if the Bargainee perform the Condition. And lastly, the usual Covenant to deliver the deeds and evidences (if the Bargainee perform the condition) to the Bargainee, before or at a day certain.]

[Note, that these Covenants are not always thus placed, but are sometimes transposed and altered, as may appear by the Presidents before.]

An Indenture of bargain & sale, and to lead the use of a fine, to be levied.

THIS INDENTURE, &c. Between *J. G. &c.* and *J.* his wife, of the first party, *J. H. &c.* on the second party and

The usual
clause of sale
of the deeds
which, &c.
with covenant
to deliver the
to the Bargai-
nee before a
day certain.

and *H. P.* &c. on the third party. *Witnesseth*, That the said *I. G.* and *I.* his Wife, and *I. H.* for divers good causes and considerations, &c. hath granted, bargained and sold, and by these presents, &c. unto the said *H. P.* all those lands, &c. with all and singular their appurtenances, situate, lying and being, &c. commonly known, or called by the name of, &c. containing in all, by estimation, &c. whether more or less, and all and singular other the lands, &c. of them the said *I. G.* & *I.* his Wife, and *I. H.* or either of them, in *H.* aforesaid. And further, the said *I. G.* and *I.* his Wife, and *I. H.* do by these presents bargain and sell unto the said *H. P.* the reversion and reversions, remainder and remainders of all and singular the said land, &c. and other the premises, with th'appurtenances, together with all and singular the Deeds, &c. concerning only the said lands, and other the premises, or any part thereof, which said Deeds, &c. or so many of them as they the said *I. G.* and *I.* his Wife, and *I. H.* have, or either of them hath in their or either of their custody or possession, or which they, or either of them may lawfully come by, without force in Law, the said *I. G.* for himself, and his Wife, and the said *I. G.* for him, his, &c. do by these presents covenant to and with the said *H. P.* his Heirs and Assigns, well and truly to deliver, or cause to be delivered unto the said *H. P.* his Heirs or Assigns, on this side, and before the Feast of, &c. so whole, safe, unencumbered and undefeasible as they are at the time of the delivery of these presents. To have, &c. unto the said *H.* his Heirs and Assigns for ever, to the only use and behoof of the said *H. P.* his Heirs and Assigns for ever. And it is further covenanted, granted, concluded, confirmed, descended and fully agreed, by and between all the parties to these presents in manner and form following; that is to say, that they the said *I. G.* and *I.* his Wife, and *I. H.* shall and will before the Feast of, &c. at the costs and charges in the Law of the said *H. P.* his Heirs, &c. before the Justices of the Court of Common pleas at *Westminster*, knowledge one Fine *sur Cognizance de droit come ceo q'il ad d. son don* unto the said *H. P.* with Proclam. according to the Stat. in that case provided, in due form of Law to be levied, of all and singular the said Lands, &c. and other the premises, with th'appurtenances,

by certain names number and quantity of Land in the said Fine to be contained, By which said Fine so to be knowledged and levied, the said L. G. and L. his Wife, and L. H. shall acknowledge, the said Lands, &c. and all other the premises before mentioned, to be bargained and sold, with th' appurtenances to be the right of the said H. P. as these, which the said H. P. shall have of the gift and grant of the said L. G. and L. his Wife, and L. H. &c. and the same shall release, and quit claim unto the said H. P. his Heirs and Assigns for ever, which said Fine so to be knowledged and levied, and the execution thereupon to be had and taken, and the said Lands, &c. and other the premises, shall be to the only use and behoof of the said H. P. his Heirs and Assigns for ever, and not to any other use or intent.

Now followeth the usual Covenants, that the Lands, &c. and shall be discharged or saved harmless from all former bargains, incumbrances, &c. except the Rent, &c. due to the chief Lord of the Fee, and one Lease heretofore made; that the Bargainee shall peaceably enjoy without violation or disturbance, &c. and lastly, the Covenant for further assurance, &c.

An Assignment of a Lease.

THIS INDENTURE, &c. Between E. A. &c. of the one part, and W. B. &c. of the other part; Witnesseth, That whereas the Right Honourable A. V. M. &c. did by Indenture bearing Date, &c. demise, &c. unto W. A. all that the Site of the Manor or Farm of P. with the houses, &c. [Recte the Original Lease unto the end of the payments of the Rent,] with clause of re-entry for non payment of the said Rent as in and by the said Indent. amongst other things more at large it doth and may appear: The estate, right and interest of which said W. A. of & in the said Site of the said Manor, and other the premises, the said E. and E. A. by good and lawful assurance, and conveyance in the Law, hath licence obtained; and now hath and holdeth. And whereas the said W. A. did further by the

saïd recited Indenture make divers and sundry Covenants, Grants, and agreements, to and with the said *W. A.* his Executors and Assignes, Now these presents witnesseth, that the said *E. A.* for the sum of, &c. to him by the said *W. S.* before the delivery of these presents well and truly paid, whereof the said *E.* acquitteth the said *W.* his Heirs, &c. hath given, granted, assigned, and set over unto the said *W. S.* all the said term of years yet to come and unexpired of and in the said site and other the premises, And all the estate, right, title, interest, and term of years which the *E. A.* at the time of the enfealing, and delivery of these presents, hath yet to come and unexpired of and in all and singular the said Manor, Lands, &c. and other the premises in the said recited Indenture mentioned to be demised, with all and singular their appurtenances, together with the said recited Indenture of Lease, and all such benefit, advantage, and commodity as the said *E.* his Executors or Assigns, can or may have, receive, perceive, or take by means of the said recited Indenture and demise, or by reason of all or any of the Covenants, Grants, and agreements in the said Indenture contained, *To have and to hold* the said Manor, &c. and other the premises before by these presents mentioned to be bargained, assigned, and set over, with all and singular their appurtenances, unto the said *W. S.* his Executors, Administrators, and assigns, from the day of the date of these presents, for and during all such time, interest, and term of years as are yet to come, or be unexpired, as he the said *E. A.* his Executors, &c. or any of them might have had, taken, and enjoyed the same, if this present grant had never been or made. And the said *E. A.* doth by these presents, for him, his Heirs, &c. covenant and grant, to and with the said *W. S.* his Executors, &c. that he the said *W. S.* his Executors, &c. shall and may, from time to time, and at all times hereafter, during all the said term of years yet to come, or unexpired, peaceably, lawfully, and quietly have, hold, occupie and enjoy the said Site, and all other the premises before mentioned to be granted, assigned, and set over, with all and singular their appurtenances, without any eviction or expulsion, let or disturbance of the said *E. A.* his Executors, &c. or of any of them, or of any other person

The usual
Covenant for
peaceable and
quiet enjoyment
without
eviction or disturbance, &c.

son or persons whatsoever, any estate, interest or term in the said premises, or any part thereof, having or claiming to have, by, from, or under the said *E. A.* his Heirs or Assigns, or by, from, or under the said *W. A.* his Heirs or Assigns.

And further, that neither he the said *E. A.* nor *W.* his Father, their Executors, &c. nor any of them, already have not executed, committed, or suffered, or left undone or omitted, any Act or Acts, thing or things whatsoever, whereby the said lease or term of years is forfeited, or may be defeated, made frustrate, or avoided, or the estate, interest, or term of years of the said *W. S.* yet to come and unexpired therein any ways hindered or annihilated, *In Witness* whereof &c.

Covenant, that the Assignor hath neither done nor omitted any thing, whereby to forfeit or avoid the lease.

A Grant of an annuity or yearly rent, for lives, with divers good covenants there- in contained for the better enjoying of the Rent.

THIS INDENTURE, &c. Between *G. G.* of &c. and *G. G.* Son and Heir apparent of the said *G.* of the one part, and *H. R.* of &c. of the other part, *Witnesseth*, that the said *G.* and *G.* for divers good causes, &c. have given, granted, and confirmed, and by these presents doe give, grant, and confirm, unto the said *H. P.* his Heirs and Assigns, one Annuity or yearly rent of, &c. of good, &c. to be issuing and going out of all and singular the Manors, &c. here after mentioned, situate, lying and being in the said County, that is to say, of, in & out of the Manor of &c. [*Recite the Land*] to have, levy, perceive, take, & yearly enjoy the said annuity and yearly rent of &c. unto the said *H. P.* his Heirs, &c. immediatly from & after the decease of *A. B.* of &c. for, with, & during the natural life or lives of &c. [*recite the names of the parties*] and of the survivor and survivors of them, at usual feasts or terms in the year, that is to say, by even & equal portions yearly to be paid, at or in the Mansion or Manor-house of &c. aforesaid, And if it shall happen the said annuity or yearly rent of &c. or any part or parcel thereof, to be behind & unpaid, in part or in all, over or after any of the said feasts, or days of payment, in which as

For default of
payment, of
the rent, a
Nomine pene
is granted, &
distresse for
both irreple-
giable.

Seizon of the
rent given by
the Grantor.

Co enanther
the Grantor is
seised of an
absolute & in-
defeasible es-
tate of the
Lands char-
ged, & that he
hath good and
lawful power

aforesaid it ought to be paid, by the space of, &c. next after
of the said Feasts, or days of payment limited for the payment
thereof, that then, and so often they the said *G. G.* their Heirs
and Assigns, shall forfeit and lose to the aforesaid *H. P.* his
Heirs or Assigns, &c. of good, &c. in the name of a pein, and
that then, and so often, and from thenceforth it shall and may
be lawfull to and for the said *H. P.* his Heirs and Assigns, and
the said *G.* the Father, and *G.* the Son do, and either of them
doth, for them and either of them, and for the Heirs and As-
signs of them and either of them grant, that it shall and may be
lawfull to and for the said *H. P.* his Heirs and Assigns, as well
for the said Annuity or yearly rent of, &c. as for the said summe
or for any part or parcel thereof, so as aforesaid forfeited, in the
name of a pein, unto all and singular the said Manors, &c. to
into any part or parcel thereof to enter, and distrain, and the
distresse and distresses there so had and taken, from thence
lawfully to lead, drive, and carry away, and the same to im-
pound, detain, and keep irreplegiably, until the said *H. P.* his
Heirs and Assigns, shall be as well of the said Annuity or year-
ly rent, together with the arrerages thereof, (if any shall hap-
pen to be) as also of the said sums of, &c. so as aforesaid to be
forfeited, in the name of a pein, fully satisfied, contented, and
paid. Of which said Annuity, or yearly rent of, &c. the said
G. and *G.* have put the said *H. P.* in full, quiet, and peaceable
possession and seizon, by the delivery and payment of, &c. of
&c. unto the said *H. P.* at the time of th'ensealing and deliv-
ery of these presents, in the name of seizon of the said Annuity
or yearly rent before mentioned.

And the said *G. G.* the Father, and *G.* the Son do, and either
of them doth severally by these presents, for them and either
of them, Covenant and grant, to and with the said *H. P.* his
Heirs, &c. in manner and form following; that is to wit, that
the said *G.* the Father, at the time of th'ensealing and deliv-
ery of these presents, is solely, lawfully and rightfully seized
in his demean as of Fee-simple, of a good, sure, lawfull, abso-
lute, and indefeasible estate, of and in all and singular the said
Manors, &c. and other the premises, out of which the said
Annuity or yearly Rent before granted is mentioned to be

fulfilling

ing, And that the said G. the Father, at the time of the en-
 ealing and delivery of these presents, had good rightfull pow-
 er, and lawfull authority, in his own right to charge the said
 Manors, &c. and all and singular other the premises, with the
 appurtenances, out of which the said Annuity or yearly Rent
 before limited to be granted, with the said Annuity or year-
 ly Rent, according to the purport of these presents, and in
 manner and form aforesaid. And further, the said G.G. and G.
 so, and either of them doth, for them, and either of them, and
 for the Heirs, &c. of them and either of them, Covenant and
 grant, to and with the said H. P. his Executors, &c. That the
 said Manors, &c. and all other the premises, and every part
 and parcel thereof, out of which the said Annuity or yearly
 Rent is mentioned to be issuing, shall and will from time to
 time, and at all times from and after any default in payment to
 be made of the said Annuity or yearly Rent, or of any part
 thereof, at any of the time or times before limited for the pay-
 ment thereof, be overt, lyable, and sufficient to the distresse
 and distresses of the said H. P. his Heirs, &c. And further, that
 the said Manor, &c. and other the premises, out of which the
 said Annuity or yearly Rent before-mentioned to be granted,
 and issuing, now be, and shall from time to time, and all times
 hereafter, during the continuance of the said Annuity or year-
 ly Rent, and during such time as the said Annuity or yearly
 Rent before granted, is mentioned to be payable unto the said
 H. P. his Heirs or Assigns, continue, remain, & be of the like
 yearly value of, &c. over and above all other charges and re-
 prises whatsoever. And that the said H. P. his Heirs, &c. shall,
 or lawfully may, from time to time, and at all times during the
 continuance of the said term, peaceably and quietly have, per-
 ceive, take, and enjoy, the said Annuity or yearly Rent, accor-
 ding to the purport of these presents. And that the said Ma-
 nors, &c. and all other the premises out of which the said An-
 nuity or yearly rent before granted is mentioned to be issuing,
 at the time of the enfealing and delivery of these presents, be,
 and so from time to time, and at all times hereafter, during
 such time as the said premises shall be chargeable with the said
 Annuity or yearly Rent, shall continue, remain, and be acquit-
 ted

in his own
 right to charge
 them.

Covenant that
 the lands out
 of which, &c.
 in default of
 payment shall
 be overt, ly-
 able and suffi-
 cient to the
 distresse, &c.

Covenant
 that the lands
 out of which,
 &c. are, & du-
 ring the con-
 tinuance of
 the said Rent,
 shall be of such
 value, &c. a-
 bove all char-
 ges & reprises.
 Covenant
 that the Grā-
 tee shall pea-
 ceably enjoy
 the rent.
 Covenant that
 the Lands are,
 and shall be,
 during the
 continuance
 of the rent,
 discharged, or
 else saved
 harmless, &c.

from all former Bargains, gifts, grants, &c. grants by Copy of Court Roll, and one Lease made, excepted,

ted and discharged, or else from time to time, and at all hereafter sufficiently saved harmlesse and indemnified, of from all-manner of former bargains, sales, gifts, grants, &c. incumbrances whatsoever; All grants and demises heretofore made or granted, by Copy of Court Roll to any person or persons according to the customs of the said Manors of any copy or Copy-hold lands heretofore usually letten by Copy Court Roll, And one Lease heretofore made by Indenture one *I. L.* for the term of, &c. of the new house in *H.* with appurtenances, &c. being part of the premises, only excepted and foreprised. *In witness* whereof, &c.

A Grant in Fee-farm, with warrant against the Feoffor and his Heirs, in which

Grant a Letter of Attorney is inserted, to
give Livery.

TO all, &c. Know ye, that I the said *R. R.* for divers Causes, &c. have demised, infeoffed, delivered, and by this present Writing indented confirmed unto *I. R.* &c. all that, &c. with the appurtenances, situate, lying and being, &c. containing in the whole, by estimation, &c. whether it be more or less, and bounding and butting in manner and form following; that is to say, &c. *To have and to hold* the aforesaid, &c. with all and singular their appurtenances, to the aforesaid *I. R.* his Heirs and Assigns for ever, of the chief Lord of the Fee thereof, by the Services therefore due, and of right accustomed; Yielding and paying therefore to me the aforesaid *R. R.* and my Assigns, yearly, &c. at two terms of the year, *viz.* &c. by equal portions yearly to be paid. And if, and as often as shall happen the aforesaid yearly rent, &c. or any parcel thereof to be behind and unpaid, in part or in all, after any Feast of the Feasts aforesaid, in which the same, as aforesaid ought to be paid, that then, and so often, and afterwards, it shall be lawfull for me the said *R. R.* and my Assigns, into all and singular the said Lands, and other the premises, and into any, and

In default of payment grant of power to distrain, & if no sufficient distress may be found upon the ground, that then it shall be lawful for the Feoffor to re-enter.

every

every part thereof, to enter and distrain, and the distresse (so
here taken and had, from thence to lead away, drive, take,
and carry away, and the same to retain and detain, untill the
aid annual rent, &c. and the arrearages thereof (if there be a-
ny) be fully satisfied, paid, and contented. And if it happen
the aforesaid annual rent, or any parcel thereof, to be behind
or unpaid, in part, or in all, after any Feast of the Feasts aforesaid,
in which the same ought to be paid as aforesaid, by the space
&c. and no sufficient distresse, in or upon the aforesaid, &c.
or any parcel thereof, by all that time may be found, That
then, and from thenceforth it shall and may be lawfull for me
the said R. R. my Heirs and Assigns, in and upon the aforesaid
&c. and other the premises, with the appurtenances, to re-enter,
and the same to have again, repossesse, and re-enjoy, as in my
former estate, and the aforesaid I. R. his Heirs and Assigns
from thence totally to expell and amove; any thing before in
this present Writing indented to the contrary hereof in any
wise notwithstanding.

And I the aforesaid R. R. and my Heirs aforesaid, &c. with
the appurtenances, to the aforesaid I. R. his Heirs and Assigns,
against me and my Heirs will warrant, and for ever defend by
these presents. And moreover, Know ye, That I the said R. R.
have made, ordained, constituted, and by these presents in my
place put, my beloved in Christ I. S. of H, &c. my true and
lawfull Attorney, for me, in my stead, and in my name to en-
ter into the aforesaid, &c. with the appurtenances; and seisin
for me, in my stead, and in my name, to my use to take, and af-
ter such possession and seisin so for me, in my name and
lead to the aforesaid I. R. his Heirs and Assigns, to deliver
according to the tenor, force, and effect of these presents only,
and whatsoever my said Attorney shall so do, or cause or suffer
to be done in the premises, I do ratifie and confirm. *In*
witnesse, &c.

The usual
clause of War-
ranty.

Letter of At-
torney to give
livery.

*Q*uer bon Heirs and Assigns
bon Heirs and Assigns

A Condition of an Obligation with the usual Covenants for the better assurance of the Lands Mortgaged.

THe Condition, &c. That whereas the above bounden S.S. hath by his Deed indented, bearing date, &c. for and in consideration of a certain sum of money in the said Deed specified, given, granted, and confirmed unto the above named T. B. his Heirs and Assigns, three parcels of Land and Meadow in the said Deed indented mentioned, whereof the one is called, &c. containing in all by estimation, &c. or thereabouts, with proviso or condition in the said Deed Indented contained, That if the said S.S. his Heirs, Executors, or Assigns, do pay unto the said T. B. his Executors or Assigns, the sum of, &c. at a certain day and place in the said Deed indented specified, That then the said Deed Indented, &c. sealed thereupon delivered, shall be void, as in the said Deed indented, at large appeareth. If therefore the above said T. B. his Heirs or Assigns, shall or may from time to time, and at all times hereafter, peaceably and lawfully have, hold, and enjoy the said 3 parcels of Land, & all & singular their appurtenances, according to the purport & intent of the said Deed indented, And further, if the above bounden S.S. his Heirs &c. shall happen to make default in payment of the said sum of &c. or of any part thereof, at the day or place in the said Deed Indented limited for the payment thereof, Then if the abovesaid S.S. his Heirs, &c. & every other person or persons, any right, interest, or thing, having, or lawfully claiming to have, in, to, or out of the said 3 parcels of Land, or any part or parcel thereof, shall or will from time to time, and at all times hereafter during the space of &c. next after default in payment to be made, upon reasonable request, and at the costs and charges in the law of the said T. B. his Heirs, &c. knowledge, make, do, execute, & suffer, or cause to be done, knowledged, executed & suffered, all & every such further lawfull and reasonable act & acts, thing & things, devise & devises in the Law whatever, for the further assurance

Covenant for
peaceable en-
joyment, and
(in default of
payment) for
further assu-
rance, &c.

better surty, surer making, and absolute conveying of the said parcels of Land, with th^r appurtenances, and of every part & parcel thereof, unto the said *T. R.* his Heirs and Assigns for ever, as by the said *T. R.* his Heirs or Assigns, or by his or their learned Counsell in the Law shall be reasonably devised or advised, Be it by Fine, Feoffment, Recovery, or otherwise with warranty against all persons, or without warranty, That then, &c. Or else, &c.

A Condition of an Obligation to perform Covenants of an Indenture.

THe Condition, &c. that if the within bound *T. R.* his Heirs, Executors, Administrators and Assigns, and every of them, do, from time to time, and at all times hereafter, well and truly observe, perform, fullfil, and keep all and singular the Covenants, grants, and agreements, which on his and their part are to be observed, performed, and kept, mentioned, conceived, specified or declared in one pair of Indentures bearing date, &c. made between the said *T. R.* of th^e one part, and the said *I. G.* of th^e other part, according to the purport, effect, intent, and true meaning of the said Indenture, That then, &c.

A Condition to abide an Award for Lands in controversy.

THe Condition, &c. That where divers controversies, variances, debates, and suits, have been, risen, grown, and are yet depending between the above named *T. W.* of th^e one part, and the above bounden *I. C.* of th^e other part, touching, &c. lying in the Parish, &c. containing by estimation, &c. whether more or lesse, and touching the estate and title thereof, for appeasing whereof the said parties have of their mutual contents,

assents, and agreements, submitted themselves to the order, award, and determination of *L. W.* and *H. P.* or *&c.* and of *T. A.* of *&c.* Arbitrators indifferently elected and chosen, as well on the part and behalf of the said *I. C.* as on the part, *&c.* to arbitrate, order, determine, rule, and judge touching and concerning the premises, So as the said award be made by the said Arbitrators on this side the *&c.* If therefore, *&c.* That then, *&c.* Or else.

A Condition to abide an award, &c. and to stand to the Order of an Umpier.

THe Condition, *&c.* That if the within bounden *R. P.* *&c.* do for his and their part stand to, obey, perform, fulfill and keep the award, Arbitrement, ordinance, determination and Judgement of *&c.* Arbitrators indifferently named, *&c.* as well on the part and behalf of the within bounden *R. P.* as on the part, *&c.* to Arbitrate, *&c.* of, for, upon, touching and concerning all and all manner of Actions, and causes of actions, futes, quarrels, variances, discords, debts, debates, accompts, Covenants, trespasses, claims, controversies, deeds, had, moved, stirred, commenced, on depending between the said parties, for any matter, cause or thing whatsoever, from the beginning of the world, unto the day of the date within written, So that the said Arbitrement, *&c.* of the said Arbitrators, of and upon the premises, be made and given by them the said Arbitrators in writing Indented under their hands and seals, ready to be delivered unto the said parties demanding the same, on this side or before the *&c.* And if it shall happen that the said Arbitrators cannot nor do not make any award or agreement between the said parties, within the time and space before limited, That then if the said *R. P.* his Heirs and Assigns, do likewise stand to, obey, perform, fulfill and keep the award, arbitrement, determination, & judgement of *W. B.* Umpier between the said parties indifferently named, elected and chosen, to Arbitrate, award, deem, judge, rule and determine, of, for, upon, or con-

cerning

erning the premises, so that the same award, ordinance, decree, determination and judgement of the said Vmpire be made and given up in writing indented under his hand and seal, on this side and before; &c. That then, &c. Or else, &c.

A Condition to save a Surety harmless.

THE Condition, &c. That where the within named E. P. at the special instance, and for the only debt of the within bounden I. C. stands jointly and severally bounden with the said I. C. and with the within bounden H. T. unto one R. C. &c. in sol. of &c. by obligation bearing date, &c. with Condition thereupon indorsed for true payment of the sum of, &c. in and upon the &c. as by the said recited obligation and condition more at large appeareth; If therefore the within bounden I. C. and H. P. their Heirs, Exec. Administ. and Assigns, or any of them, do well and truly content and pay, or cause, &c. unto the said R. C. his Exec. or Assigns, the said sum of, &c. at the time & place limited for the payment, according unto the purport of the said condition of the said recited obligation, &c. thereof, and from all sums of money in the said recited obligation and condition specified, doe from time to time, and at all times hereafter well and sufficiently save and keep harmless the said E. P. his Heirs, Executors, Administ. and Assigns, and his and their lands and tenements, goods & chattels, against the said R. C. his Heirs, Execut. Administ. and Assigns, That then, &c. Or else, &c.

A Lease of an Iron Furnace, & Work

Hammer, or Iron Mill, together also with

Wood, and Mynes, concerning ordinary Covenants,

for the better enjoying of the same.

THIS INDENTURE, &c. Between F. F. and F. F. Son and Heir apparent of the said F. of the one part,

Q3

And

And *H. G. &c.* and *M. M. &c.* of th^e other part, *Witnesseth*, That the said *F. and E.* for and in consideration, &c. have demised, granted, and to Farm letten, and by these presents, &c. unto the said *H. G. and M. M.* one Iron Furnace, or work, Hammer, or Iron Mill, newly erected, situate, and being, &c. and all Bellows, Implements, Tools, and other necessaries thereunto belonging, and all Ponds, Waters, Water-ways, Water-courses, Streams, Banks, Bays, Damms, Sluces, Stand-gates, to the said Iron Furnace, and Iron Forge, or to either or any of them belonging or appertaining, or therewith heretofore letten, occupied or enjoyed, and also the edifices, houses and buildings, lately erected near about the said Iron Furnace and Forge, or either of them, for the dwelling of workmen, or for laying of Cole, Iron, or other things, And also such, &c. much, and so many parcels, pieces, and plots of ground, of the land or sayl of the said *F. or E.* or either of them, next adjoining unto the said Iron Furnace or Forge, Hammer or Iron mill, as shall be meet and convenient for the said *H. G. and M. M.* their Executors, Administrators and Assigns, or any of them, not only to build and erect necessary houses upon, for the better keeping, harbouring, or lodging of such their Servants or Workmen, as they or either of them shall use or employ, in and about the said Iron Furnace or Forge, or either of them, during the continuance of this present Lease, But also to use for places to lay Wood, Cole, Mine, Iron ware, Sowses of Iron, Earth, Stone, Sand, Cinder, and other necessaries for to be spent, imployed, or used in and about the said Iron Furnace, Iron Forge, Hammer, or Iron Mill aforesaid, To have and to hold the said Hammer, Forge, or Iron Mill, Ponds, Waters, Waterways, Streams, Bays, Damms, and other the premises before by these presents mentioned to be demised, with all the singular their appurtenances, unto the said *H. G. and M. M.* their Executors, Administrators and Assigns, from the Feast of *&c.* last past before the date of these presents, unto the full end and term of, &c. from thence ensuing, and fully to be completed and ended, Yielding and paying therefore yearly, during the said first three years, of the said term unto the said *F. E. his Heirs and Assigns*, the sum of, &c. and from and after the, &c.

Rendring so much Rent the first three years, and so much after.

which

which shall be in the year of our, &c. then yielding and paying during all the residue of the said term of, &c. then to come or to be unexpired, yearly, and every year at the Feast of, &c. unto the said F. F. his Heirs and Assigns, the sum of, &c. at the Iron Forge or Hammer aforesaid, of good, &c. And if, and as often as it shall happen the said yearly Rent of, &c. before by these presents reserved, or any part thereof to be behind and unpaid, in part, or in all, over or after any of the said Feasts or terms of the year, or terms of payment in the which the same ought to be paid, by the space of, &c. being lawfully demanded at the Iron Forge, or Hammer aforesaid, that then the said H. G. and M. M. their Executors, Administrators and Assigns, shall forfeit unto the said F. F. his Heirs and Assigns, the sum of, &c. in the name of a pein; and that then, and from thenceforth it shall and may be lawfull to and for the said F. F. his Heirs and Assigns, into all and singular the Iron Furnace, Iron Forge, Hammer, Iron Mill, and all and singular other the premises, or into any part or parcel thereof, to enter, and distrain, as well for the said yearly Rent, as also for all such sum or sums of money as shall be forfeited in the name of a pein; and the distresse and distresses there so had and taken, from thence lawfully to lead, bear, drive, and carry away, and that to withhold, detain, and keep irreplegable, until that the said F. F. his Heirs and Assigns, shall be of the said yearly rent; and arrerages thereof, (if any shall happen to be) and also of all such sum and sums of money as shall be forfeited in the name of a pein, fully satisfied, contented, and paid.

And the said F. F. and E. F. and either of them, doth by these presents, for them & either of them, Covenant and grant to and with the said H. G. and M. M. and either of them, and to and with the Executors, Administrators & Assigns of them and either of them, in manner and form following; that is to say, that they the said F. F. and E. F. their Heirs and Assigns, shall and will, yearly, and every year, during all the said term of, &c. upon reasonable request to them or any of them to be made, by the said H. G. or M. M. or either of them, their Executors, Administrators, and Assigns, at or in the now Mansion-house of the said F. in G. &c. assign, appoint, and set over unto

For default of payment, of the rent, a *Nemine pane* is granted, & distresse for both irreplegable.

Covenant, that the lessor, upon request, shall assign to much wood to the lessee, as shal make 500 cords of wood.

unto the said *H. G.* and *M. M.* or to the survivor of them, or to their or either of their Exec. Administ. and Assigns, within two miles of the said Iron-mills or Iron-works, of the proper woods of the said *F.* and *E.* their Heirs or Assigns, or of one of them, such and so much wood as shall be sufficient to make 500 cords of wood, every cord to contain in length 4 foot, height 6 foot.

Covenant
that the Les-
sees shall im-
ploy the wood
for the making
of Coals, or o-
therwise with-
out interrup-
tion.

And further, the said *E.* and *F.* and either of them, doth for them, and either of them, and for the Heirs, Executors, Administ. or Assigns of them, or either of them, covenant and grant, to and with the said *H. G.* and *M. M.* their Executors, Administrators and Assigns, and either of them, and to them the said *H.* and *M.* their Executors, &c. do by these presents grant, that it shall and may be lawfull to and for the said *H.* and *M.* or either of them, or the Executors, &c. or either of them, from time to time, and at all times after such assignment or appointment of the said woods as aforesaid, to them the said *H.* and *M.* and either of them, or the Executors, &c. of them, or either of them, to be made, felled, cut down, cleaved out, and corded, to have, take, and imploy the said woods so assigned, appointed or set out, for, or to the making of Coals, or otherwise at their will and pleasure, without any lawfull let or interruption of any person or persons whatsoever. And the said *F.* *E.* and either of them, doth by these presents, for them and either of them, covenant and grant, to and with the said *H.* and *M.* their Executors, &c. that if upon such request as aforesaid made for the assignment, and appointment of the said woods for the making of the said 500 cords of wood aforesaid, the said *F.* and *E.* or any of them, or the Heirs, &c. of them or any of them, do not assign, appoint, and set forth the said woods for the making of the said 500 cords of wood of the scantlyn aforesaid, unto the said *H.* and *M.* or any of them, or the Executors, &c. of them or any of them, that then, and as often as any such default of Assignment, appointment, or setting out shall be by the said *F.* and *E.* their Heirs or Assigns made, it shall and may be lawfull to and for the said *H.* and *M.* and either of them, and the Executors, &c. of them and either of them, to have

Covenant,
that if no as-
signment be
made that the
Lessees shall
take without
assignment.

have, and to take in any of the ground of the said *F.* and *E.* or either of them, the Heirs, &c. of them or either of them, lying and being within two miles of the said Furnace or Forge, so much as will suffice to make up full 500 Cords of Wood of the scantlin afore said, for that year and time wherein default of assignment or setting forth shall be made as afore said, if so much wood be then to be had upon the woods, ground, or land of the said *E.* and *F.* or either of them, or the Heirs or Assigns of them or either of them, within two miles of the said Forge, Furnace or Ironwork, for the certain doing thereof, and for the avoydance of question or controversie in and about the delivery or taking of the said cords or wood, it is covenanted and agreed between the said parties, and the said *H.* and *M.* do covenant and grant, for them, their Executors, &c. to and with the said *F.* and *E.* their Heirs and Assigns, that they the said *H.* and *M.* their, &c. shall yearly, during the said term, cause the wood by vertue of these presents to be felled, and to be set up into Cords, that neither they, nor either of them, nor their Executors, &c. shall or will, after the making of the said wood to them assigned and set forth, or delivered as afore said into Cords, carry away any of the said cords of wood, or put or convert any of them into Coals, untill within one week after they, or some of them have made request unto them the said *F.* and *E.* or one of them, or the Heirs &c. of them or one of them, at the dwelling house of the said *F.* in *H.* afore said, to tell and number the said cords of wood so made of the wood to them assigned, appointed, set forth, or delivered as afore said.

And further, the said *F.* and *E.* do, and either of them both by these presents, for them, and either of them, and for the Heirs, &c. Covenant and grant, to and with the said *H.* and *M.* and either of them, and to and with the Executors &c. of them and either of them, that there is and shall be during the said term of, &c. good Iron Mine, and Iron wear sufficient, and enough to be employed, spent, or blown out of the said Iron Furnace, to be had, digged, and drawn, within the ground, land and soyl of the said *F.* and *E.* their Heirs, &c. lying and being within two miles of the Furnace

Covenant, that the Lessees shall cause the wood to be felled & corded, and that they shall not be carried away, or converted to coals, untill a week after request made to the Lessors, &c. number the cords, &c.

Covenant, that there is sufficient Iron Mine, & Iron wear upon the lands of the Lessors, within two miles of the Furnace, Or else that they

will find or procure sufficient in the lands of others within two miles, &c.

Covenant, that the Lessees, &c. may dig, &c. such & so much Iron Mine, &c. within 2 miles of the furnace, & to have places there to lay the Mine, & wayes for carrying thereof, without any molestation of any person.

aforesaid; Or else for want of sufficient Iron Mine, or Iron wear, to be spent, imployed, or blown out at the Furnace aforesaid, so as aforesaid to be had and found in the lands or soyl of the said *F.* and *E.* or one of them, or the Heirs, &c. of them, or one of them, that the said *F.* and *E.* at the proper costs & charges of them, or one of them, shall and will, from time to time, during the continuance of the said term, procure, find, get, and assign unto the said *H.* and *M.* their Executors, &c. or to some of them, land, ground, soyl, and places, lying and being within two miles of the said Furnace, where there shall be so much good Mine of the said *F.* and *E.* their Heirs, &c. as shall suffice to be spent in the said Furnace, and to supply the want of Iron Mine, and Iron wear, which shall be wanting or lacking in the ground, land or soyl of the said *F.* and *E.* their Heirs and Assigns, within two miles of the Furnace aforesaid.

And the said *F.* and *E.* do, and either of them doth, by these presents, for them, and either of them, and for the Heirs, &c. of them, and either of them, Covenant to and with the said *H.* and *M.* and either of them, their Executors, &c. and either of them, do grant by these presents, that it shall and may be lawfull, to and for the said *H.* and *M.* their Executors, &c. and either of them, and the Assigns, Servants, Workmen and Labourers of them, and either of them, from time to time, and at all times hereafter, during the said, &c. to digg, draw, have, take, and carry away such, and so much Iron Mine, Iron wear, and Iron stone, out of all or any of the said lands or grounds of the said *F.* and *E.* or either of them, within two miles of the said Furnace, and also out of the said land, ground or soyl of other men, within two miles of the said Furnace; And to have places there to lay the said Mine, and reasonable and convenient wayes for the fetching and carrying thereof to the said Furnace, without trouble, let, molestation, or impeachment of the said *F.* and *E.* their Heirs, &c. or either of them, or any of the Owners of the said lands, ground, or soyl, or any other person or persons whatsoever. And the said *F.* and *E.* do, and either of them doth by these presents, for them and either of them, and the Heirs, &c. of them and either of them,

Covenant

Covenant, to and with the said *H.* and *M.* their Executors, &c. and to and with either of them, And to the said *H.* and *M.* their Executors, &c. and to either of them, by these presents do grant, that it shall be lawfull for, and that they the said *H.* and *M.* their Executors, &c. and either of them, and their Servants and Workmen, and every of them, may and shall, from time to time, and at all times during the said term, have free liberty, ingresse, egress, and regresse, and convenient and necessary wayes in, by, over, and through the ground and soyl of the said *F.* and *E.* their Heirs and Assigns, and such other grounds wherein wood shall be as aforesaid to them or any of them appoointed, with Carts, Wains, and Carriages, for the carrying of Wood, Coal, Mine, Iron sowes, Earth, Sand, Dust, Cover, Sinder, and other necessary stuff or implements to be occupied or employed in or about the making of Iron in the said Furnace, Forge, or Iron work, to or from the same, or to be employed or used in or about the said Iron works, or about the making of coles, or other employments whatsoever touching the same, & to make Colliers Lodges, and also to dig and make necessary place & places to make coles in any convenient place or places within any the woods, ground or soyl of the said *F.* and *E.* or in any other grounds wherein the said *F.* and *E.* or either of them, shall assign or appoint them to fell wood as aforesaid, within two miles of the said Iron works, and to cut and take Fern and Cover, and to digg and take as well places for Cole-pits, as also necessary and convenient earth or dust for the covering and healing of their, and either of their Cole-pits, or other uses, which shall be made and used for the making of Coles to be spent and employed in the said Iron works, And earth, stone, grite, clay, or any other stuff, necessary for the repairing, maintaining, amending, or new making (if need shall so require) of all or any of the banks, bays, damms, ponds, sluices, gutters, or other necessities of the said ponds, waters, water-courses, and Iron works, or any of them, from time to time, and at all times during the said continuance as aforesaid, as need shal require, in such place and places of the ground and soyl of the said *F.* and *E.* as shall

Covenant, that the Lessee &c. shall have free ingresse, egress, and regresse, and convenient wayes, &c. with Carts for carrying wood, cole, mine, &c. to be employed about the making of Iron in the said Furnace.

Covenant, that the Lessee may make Colliers Lodges, & places to make Coles in any convenient place, &c.

Covenant to cut Fern and Cover, & to dig earth or dust for covering of the Colepits or other uses for the making Coles to be spent in the Iron works. Covenant to digg earth, stone, grite,

clay, or any other stuff, for repairing or new making the banks, bays, &c. in places most convenient, & least hurtfull. Covenant, that the Lessees (if they shall lawfully take & enjoy the 500 Cords of wood, &c.) will pay so much to the Lessors,

The like Covenant as before, upon lawfull enjoyment &c. to pay such a sum, yearly.

be most meet and convenient for the taking thereof neer unto the said ponds, where the same shall be needfull to be used, and least hurtfull unto the said *F.* and *E.* their Heirs and Assigns, or any of them.

And the said *H.* and *M.* doe, and either of them doth, by these presents, for them, and either of them, Covenant and grant, to and with the said *F.* and *E.* their Heirs and Assigns, and every of them, that the said *H.* and *M.* their Executors, &c. shall and will, in and upon the Feast of, &c. which shall be, &c. or within, &c. next ensuing (if they the said *H.* and *M.* their Executors, &c. or any of them, shall, or lawfully may, by vertue of these presents, in the year next before the end of the said Feast of, &c. which shall be in, &c. have, take and enjoy the said number of 500 Cords of wood before mentioned, by the assignment and appointment of the said *F.* and *E.* their Heirs, &c. or either of them, or otherwise without assignment, upon the Lands and Soyl of the said *F.* and *E.* or one of them, within two miles of the said Iron-works, according to the purport and true meaning of these presents) well and truly content and pay, or cause to be paid unto the said *F.* or his Assigns (if he shall then be living) or to the said *E.* his Heirs or Assigns (if he the said *F.* shall be then dead) at, or in the said Iron Forge, the sum of, &c. at one whole and entire payment. And furthermore, that the said *H.* and *M.* their Executors, &c. shall and will, from and after the Feast of, &c. which shall be, &c. upon the Festival day of the, &c. in every one of the residue of the said years, which shall be then to come, of the said term of, &c. or within, &c. after, in which they the said *H.* and *M.* their Executors, &c. or any of them, shall or lawfully may by vertue of these presents, have, take and enjoy the said 500 Cords before mentioned, by the assignment and appointment of the said *F.* and *E.* their Heirs, &c. or either of them, or otherwise without assignment, upon the Lands and soyl of the said *F.* and *E.* their Heirs, &c. or either of them, within two miles of the said Iron-works, according unto the purport and true meaning of these presents, well and truly con-

content and pay, or cause to be paid, unto the said *F.* or his Affignes (if he shall be then living) or to the said *E. F.* his Heirs, &c. (if he the said *F.* shall be then dead) at or in the Iron Forge, the sum of, &c. at one whole and entire payment, And if and as often as the said *H.* and *M.* or their Executors, &c. shall make default in payment of any of the said several payments, in form aforesaid covenanted to be paid, that then the said *H.* and *M.* their Executors, &c. covenant, grant, and agree, to forfeit and pay unto the said *F. F.* (if he shall be then living) or to the said *E.* his Heirs, &c. (if the said *F.* shall be then dead) for every such default &c. in the name of a pein, and the said *F.* and *E.* doe, and either of them doth by these presents; for them, and either of them, and for the Heirs &c. of them, and either of them, further covenant, promise and grant, to and with the said *H.* and *M.* their Executors, &c. and every of them, that they the said *F.* and *E.* their Heirs, &c. shall and will, during the continuance of this present Lease, save, defend, and keep harmlesse, the said *H.* and *M.* their Heirs, &c. and every of them, of, from, and against all outrage, spoyl, and hurt, hereafter to be done, or done, by any the people in the Country or others, in willfull burning or destruction of any the said Iron or workforge, or Iron Mill, Cole-pits or Cole heaps, houses, or Cabyns, which already are, or at any time hereafter during the said term shall be erected, builded or made, in or upon the said premises, or any part thereof, in cutting, pulling, or breaking up of any of the said Ponds or Pond heaps, which are now, or at any time hereafter shall be made for the use of the said furnace, forge, or Hammer Mill, during the term aforesaid, and the said *F.* and *E.* doe, and the Heirs &c. of them, and either of them, doth covenant and grant, to with the said *H.* and *M.* their Executors, &c. that it shall and may be lawfull, to and for the said *H.* and *M.* their Executors &c. during the continuance of this present Lease, to take upon the lands of the said *F.* and *E.* or either of them, or the Heirs &c. of them, or either of them, sufficient competent, and necessary timber, for the repaying, making, or amending of the said

Covenant, that the Lessee, in default of payment of the said several sums, shall forfeit so much, *nom. ne p. n. e.* Covenant to keep the Lessee harmless from all outrages, spoils &c. of the said Iron, &c. Colepits &c. houses, &c. and breaking up of the Ponds &c.

Covenant, that the Lessee shall take timber for repairing, or making of the furnace &c. or other buildings built for the use aforesaid.

Covenant, that if such persons shall judge the Iron works worth so much yearly, besides the Rent aforesaid, reasonable gains allowed, and shall set down in writing, that the Lessees shall pay so much, that then they will pay the said sum besides the Rent.

Covenant, that the Lessors during &c. will not alien the woods to any person, but Lessees, but to leave them for the Iron works; Woods necessary to be employed about the Mansion house of one of the Lessors, excepted.

Furnace, Hammer, Mill, or Iron work, or any other necessary buildings or edifices which shall be erected or built, in or upon the premises, for the necessary use or uses aforesaid. And it is further covenanted, concluded, and agreed, by and between the parties to these presents: And the said *H.* and *M.* do and either of them doth, by these presents, for them and either of them, their Executors, &c. Covenant and grant, to and with the said *F.* and *E.* their Executors, &c. and every of them, that if *R. C.* and *R. L.* of &c. shall within &c. next after the Feast of &c. find cause to judge, or shall think in their Consciences, that the said Iron works shall be worth yearly the sum of &c. and besides the yearly Rent before mentioned with reasonable gains to be allowed to the said *H.* and *M.* their Executors, &c. for their travell, and the use of this stock in this behalf, and they the said *R. C.* and *R. L.* thereupon do within the said &c. conclude, agree, and set down in writing under their hands and Seals, that the said *H.* and *M.* their Executors, &c. shall pay yearly during the residue of the years then to come, the said sum of &c. or any part thereof, that then they the said *H.* and *M.* their Executors &c. shall and will, from thenceforth yearly satisfy and pay unto the said *F.* and *E.* over above, and besides the yearly rent and payment before reserved, the sum of &c. Or so much thereof as the said *R. L.* and *R. C.* shall set down in writing under their Hands and Seals as aforesaid. And it is also covenanted, granted, concluded, and agreed, by and between all and every the said parties, and they the said *F.* and *E.* and either of them, doth, for them, Covenant and grant, to and with the said *H.* and *M.* their Executors &c. and every of them, that neither they the said *F.* and *E.* nor either of them, nor the Heirs &c. of them, or either of them, shall or will at at any time or times hereafter, during the continuance of this present Lease, sell, grant, convey, or alien away any of the woods fit for the making Cord-wood, standing growing or being within two miles of the said Iron-works, or any of them, to any person or persons, other than to the said *H.* and *M.* their Executors, &c. But shall leave the same woods to remain, serve, and be employed, in, upon, or for the

of the said Iron works, woods necessary to be employed in or upon the new Mansion house of the said F. only excepted. And the said F. and E. doe, and either of them doth, for them and either of them, and for the Heirs &c. of them, and either of them, Covenant, promise, and grant, to and with the said H. and M. their and either of their Executors &c. and every of them, that they the said F. and E. are, or one of them is lawfully seised in their demean as of Fee, of all and singular the Lands, Woods, and Wood-grounds called H. C. and of the said streams and parcels of Land and ground where the said Furnace or Forge are situate and being, and also of the said Furnace, Forge, and other buildings thereunto belonging or appertaining, and before by these presents demised. And that they the said F. and E. have, or one of them hath, good right, full power, and lawfull authority, to demise, let, and grant all and singular the premises before mentioned to be demised, letten, or granted, in manner and form aforesaid.

[Here follows the usual Covenant of quiet and peaceable enjoyment of the thing demised, as also the Covenant of disturbing or saving harmless the same, from all former conveyances, and incumbrances.]

And further, he said F. and E. doe, and either of them doth, by these presents, for them and either of them, and for the Heirs &c. of them, and either of them, covenant and grant, to and with the said H. and M. their Executors, &c. and every of them, That if it happen the woods of the said F. and E. or of the Heirs and Assigns of them, which do grow upon the Lands or soyl of them the said F. and E. or the Heirs or Assigns of them, or any of them, within two miles of the said Furnace, Forge, or Iron works, to be spent, so as there shall not be sufficient left to supply or satisfie the said number of 500 Cords of wood yearly, according to the purport, effect and true meaning of these presents, Or that the said H. and M. their Executors, &c. or any of them, cannot, or may not, lawfully have, take, and enjoy the said 500 cords, so as by reason of the want or lack of such Woods, growing or to be growing upon the lands or soyl of the said F. and E. or either of them, or the Heirs or Assigns of them, or either of them, the said H.

The usual Covenant that the Lessors are seised in fee, and have full power to demise the premises.

Covenant, that if there shall not be sufficient wood upon the lands of the Lessors, &c. to supply the 500 Cords yearly, that then the Lessors shall assign so much as is wanting in the hands of others: Or else that the Lessees shall retain, of their Rents and payments, two

and

shillings for
every Cord
wanting.

and *M.* or either of them, or the Executors or Assigns of them, or either of them, shall not have delivered, assigned, and appointed, Or may not lawfully have and take the said full sum of 500 Cords of wood yearly, during the said term, within two miles of the said Furnace, Forge, or Iron-work aforesaid, according unto the purport of their presents. That then the said *F. E.* or one of them, or the Heirs or Assigns of them, or one of them, shall provide, get, assign, appoint, and deliver yearly so much wood as shall be wanting, or not growing, of the said sum of 500 Cords, upon the Land, ground or soyl of some other person or persons, within two miles of the said Furnace &c. aforesaid, where they the said *H.* and *M.* their Executors &c. shall and may, lawfully have and take, sell, cut, coal, and carry away the same, or else that it shall and may be lawfully, to and for the said *H.* and *M.* their Executors &c. to abate, deduct, recoup, and retain in their hands every year of their rents and payments aforesaid, or of either of them, 2 shillings for every Cord of wood, that they by occasion of means aforesaid shall yearly want of the said 500 Cords of wood, which should or ought to be delivered or assigned unto them as aforesaid. *In Witnesse* whereof &c.

A Lease of a Vicaridge.

THIS INDENTURE &c. Between *I. L.* &c. Clark, Vicar of the Church Parochial of *T.* of the one part, and *I. C.* and *C. F.* of the other part, *Witnesseth*, that the said *I. L.* for divers, &c. hath demised &c. unto the said *I. C.* *C. F.* all that the Vicaridge Tithes of *T.* aforesaid, and all manner of Tithes, tenths, pensions, portions, fruits, profits, issues, rents, payments, commodities, advantages, emoluments, and other things whatsoever to the said Vicaridge belonging, or being, or reputed to be part, parcel, member, or belonging to the said Vicaridge, or any part thereof, and all rents and payments reserved and payable to the said *I. L.* upon any Lease or Grant

of any of the said Tithes heretofore made by the said *I. L.* (all that the Vicaridge house, barn, garden, orchard, glebelands, & chancel offerings, oblations, duties for solemnization of marriage, Churchings of Women, for christening of children, for burying the dead, within the said Parish, with the appurtenances, unto the said *I. L.* and his Assigns, out of this present Demise always excepted and fore-prized,) to have, hold, occupie, perceive, and enjoy, the Vicaridge, Tithes, Pensions, and Portions, and all other the premises before mentioned to be demised, except such things as been before excepted, unto the said *I. C. C. F. &c.* and to the survivor or survivors of them, and to the Grantees of them, and the survivor or survivors of them, And in default of assignation or grantees of the demised premises by them to be made to the Executors and administrators of the survivor and survivors of them, from the day of the date of these presents, for and during the term of *&c.* from thence, *&c.* (if the said *I. L.* shall continue so long to be Vicar there) Yeelding, *&c.* to the said *I. L.* and his Assigns (so long as he is Vicar there) during the said term, in manner and form following, that is to say, that for the Tith and tenths of the corn and grain, sown or to be sown, in or upon the Meadow ground within the said Parish, commonly called the Meadow corn, being parcel of the said demised premises, *&c.* and for the residue of the demised premises, *&c.* (except before excepted) *&c.* the said two several Rents before reserved to be paid in the Porch of the Parish Church of *T.* aforesaid, at the Feasts of *&c.* by even portions yearly to be paid, And if it shall happen the said several yearly Rents and sums of money before expressed, or any part or parcel thereof, to be behind and unpaid at the place aforesaid, by the space of *&c.* next after any of the said Feasts in which it ought to be paid, as is aforesaid, that then they the said *I. C. C. F. &c.* shall for every default in payment, forfeit and pay to the said *I. L.* and his Assigns, the sum of *&c.* more of lawfull *&c.* in the name of a pein, And the said *I. C. C. F. &c.* and every of them, doe for them, their Heirs *&c.* severally by these presents Covenant and Grant, to and with the said *I. L.* his Executors, *&c.* from time to time, during the

An exception of the Vicaridge house, barn, garden, orchard, glebelands, &c.

A special reservation of the Rent.

In default of payment of the rent, a *nomine pena* is granted.

Covenant, (upon enjoyment with our law-

full let) that the Lessee will not only pay the rent, &c. But also, in respect that the Lessor is a learned man, & sufficient to preach the Word of God, so much yearly during the term, and in default of payment, so much *nomine penae*.

the continuance of the said term (if the said *I. L.* shall so long continue Vicar of *T.* aforesaid.) And that the Lessees, the survivor or survivors of them, or the Executors, Assigns, or Grantees of them, or of the survivors of them, shall, or may lawfully have, perceive, and enjoy all that the said demised premises (except before excepted) without lawfull let of the said *I. L.* and his Assigns, and of all and every other person and persons, any estate, interest, or thing having or clayming, into, or out of the said demised premises, (except before excepted) in, by, from, or under the said *I. L.* according to the purport of these presents, not only to content and pay, or cause to be contented and paid unto the said *I. L.* or his Assigns, the said several yearly Rents or sums before reserved, at the place aforesaid, and at the said Feasts, in manner and form aforesaid, and the sums of, &c. *nomine penae*, (if any shall happen to be forfeited and due;) But moreover also, for and in respect that the said *I. L.* is known to be a learned man, and very sufficient to preach the Word of God, The yearly rent of 20 l. of, &c. at the place aforesaid, at, and upon the Feasts of, &c. by even portions to be paid yearly during the said term. And if the said yearly sum of, &c. or any part thereof, shall happen to be behind and unpaid, at the place aforesaid, by the space of, &c. next after any of the said two last recited Feasts, in which it is limited to be paid as aforesaid, then further to forfeit and pay unto the said *I. L.* and his Assigns, the sum of, &c. more in the name of a pein for non-payment thereof; And whereas the said *I. L.* hath heretofore agreed severally with the several persons here under named; that is to say, &c. that they shall severally have, retain, and enjoy all their Vicaridge Tithes, belonging, due, or payable to the said Vicaridge, or to the Vicar there, for the Lands, Tenth, and other things in *T.* aforesaid, which they held, occupied and enjoyed at the time of the said agreement (except the Tenth and Fithes of Corn and Grain, growing, or to grow in the Meadows of all or any the said persons last before mentioned (except of the said &c.) commonly called the Meadow corn, they severally paying therefore unto the said Lessor at the place and Feasts aforesaid, by even portions, in form following; that is to say,

say, the said, &c. paying thereof, &c.) Now the said *I. C. C. F.* &c. do for them, their Heirs, &c. & every of them doth for himself, his Heirs, &c. covenant and grant, to and with the said *I. L.* his Executors, &c. that the said severall persons with whom the said agreements hath bin by the said *I. L.* as aforesaid made, shall if they so will, without let or interruption of the said *I. C. C. F.* &c. or of either, or any of them, or of the Executors &c. of them, or of either, or any of them, have, hold and enjoy the said Vicaridge Tithes for which they have agreed for with the said *I. L.* according to their agreement during the continuance of this present demise, without any other payment or charge other than such as they have agreed with the said *I. L.* to pay as aforesaid, So as the said several persons with whom the said agreement hath been made, as aforesaid, shall and will yearly, during the said term (if the said *I. L.* shall so long continue Vicar there) well and truly pay unto the said *I. C. C. F.* &c. or to any of the, or to the Exec. &c. of the survivor or survivors of the, the said several sums of mony, Rents or payments reserved, or payable by the said agreement, for the Tithes of the said Lands, at the Church porch aforesaid, at the said four several Feasts, viz. &c.

And the said *I. L.* doth for him, his Executors &c. Covenant and grant, to and with the said *I. C. C. F.* &c. and every of them and to and with the executors &c. of them, and every of them, by these presents, in manner and form following, that is to say, that the said *I. L.* during so long as he shall continue, remain, or be Vicar of the said Parish Church, shall be ordinarily resident at, and serving the cure of the said Parish Church and Benefice of *T.* aforesaid, without being absent from thence above &c. in any one year; and that the said *I. C. C. F.* &c. and the survivor or survivors of them, and their Grantees, &c. aforesaid, shall or may for the rent aforesaid, and under the covenants, grants and agreements in these presents contained, lawfully and peaceably have, hold, perceive, and enjoy the said Vicaridge Tithes, and other the premises before by these presents mentioned to be demised, (except before excepted) during the said term, without any lawfull eviction or expulsion, let or disturbance of the said *I. L.* or his Assigns, and that

Covenant, that where the Lessor had made composition with certain persons, to retain their Tithes, paying so much, that they shall retain them, according to the agreement, without interruption, paying the composition.

Covenant, that the Vicar shall be resident upon his Cure, without being absent above, &c. in any one year. Covenant, that the Lessees shall peaceably enjoy without interruption, &c. and that saved harmless of all former grants except, &c.

saved harmlesse of all grants, leases, and incumbrances, heretofore made or committed by the said *I. L.* or his Assignes. The said severall grants made and agreed upon by the said *I. L.* unto the severall persons above named, for their Tithes and Tenths aforesaid, whereupon such severall Rents or payments as aforesaid be reserved, which shall or ought during the said agreement to be paid, or in any wise payable unto the said *I. C.* *C. F.* their Executors, &c. during the said term, only excepted and foreprized.

Covenant, that all actions, depending, for or concerning any Vicaridge Tithes, shall at the costs of every Plaintiff be withdrawn, &c. without recovery of costs, &c. Covenant, that wheredebate & controversy now is concerning the manner of tithing, whether it ought to be in kind, or a *modus*, &c. this Indent, nor any thing therein shall estoppe either the Vicar or parishioners, but that the one may claim the Tithes in kind, the other the *modus*.

And it is further concluded and agreed, by and between the parties to these presents, that all such plaint, actions, & sutes, as are now depending between the said &c. and all, either, or any of the parties to these presents, or any other of the Parishioners of the Parish of *T.* aforesaid, for and concerning any matter or cause touching any Vicaridge Tithes belonging, or supposed to belong unto the said Vicaridge or Vicar there, shall at the cost and charges of every severall Plaintiff in every such sute, plaint, or action, be withdrawn, discontinued, and non-suted, without recovery or demand of any costs or damages, for, or by reason of any such plaint or sute, or of any Retrazit, non-sute, or discontinuance thereof; And for that certain controversies have heretofore risen, and were at the making of these presents depending, between the said *I. L.* and the said parishioners of the Parish of *T.* aforesaid, or some of them, touching the Vicaridge Tithes, and manner of tything thereof, The said *I. L.* claiming to have the said Tithes, in their kind, according to the Common course of the Ecclesiastical Laws, and the said Parishioners claiming to be discharged of such manner of Tithing, and to pay only in respect thereof certain severall sums of money by antient custome, time out of mind, used in the said Parish as they pretended, which said controversies for that the same have not been decided by course of Law, but only agreement made by mediation of *T. P.* and *I. C.* Esquires, and of certain other friends on both parties,

It is therefore by these presents provided, concluded, condescended and agreed, by and between all the parties to these presents, that this Indenture, or any thing therein contained.

tained, shall not in any wise extend, or be taken to extend to be any determination, dismissal or decession, of or concerning the right of the said Tithes and Tenths, or the manner of Tithing thereof, nor to make any full conclusion, Estoppel or determination, between the said Vitar and his Successors, and the parishioners of the said Parish that now be, or hereafter shall be; but shall only be taken for a personal agreement between them for quietnesse sake: so that the said Vicar and his Successors, or any of them, after the determination of this present demise, shall be at liberty to claim and sue for the Tithes of the said Vicaridge in their kind, if he or they shall so think good, And that the Parishioners of the said Parish which now or hereafter shall be, and every of them, shall in like manner after the determination of this present Demise, be at their liberty to defend such sure and claim, and to claim and maintain such customs as they have or claim for their discharge of paying their Vicaridge Tithes in their kind at their pleasure, This Indenture, or any thing in these presents contained, to the contrary notwithstanding. *In witness* whereof, &c.

A Letter of Attorney to make Leases, and to receive Rents, and accompts for the profits of lands, making the Grantee Bayliff and Receiver to the Grantor irrevocable, for certain years.

TO all Persons to whom this present Writing shall come, I. R. of, &c. sendeth greeting, *Know ye*, that I the said I. R. for divers good causes, &c. have given, granted, and by these presents do give and grant, unto I T. of &c. aforesaid, in the said County of K. full and absolute power and authority irrevocable, for and during the said term of &c. from the day of the date hereof next and immediatly ensuing, for me, and in my name, by writing Indented, or by several writings Indented, or otherwise by paroll, as to him shall seem good.

good, to demile, grant, and to farm let, all and singular my Messuages, Lands, Tenements and Hereditaments whatsoever, with all and singular their appurtenances, set, lying, or being in the severall Parishes of &c. or else where soever, within the County of K. or part or parcel of the said premises, as to the said *I. T.* shall seem meet and convenient, So that the said Lease or Leases do not exceed the number of &c. years, from the time of the date of these presents, And so that the usual and accustomed Rent be yearly reserved, and yearly payable unto me the said *I.* my Heirs and Assigns, during the said term, And for all other Covenants, Grants, agreements and conditions to be contained in the said severall demises, by writings indented or otherwise, as to the said *I. T.* shall be likewise thought most meet and convenient, And also in my name to seal and deliver as my deed the one part of all and every such writings indented to be made in form before rehearsed, And the one part of the said writing indented, which by the said *I. T.* in my name shall be in form afore rehearsed made to and for my use, with him to retain and keep, And I the said *I. R.* my Heirs and Assigns, shall at all times hereafter ratifie, confirm, and allow, all and every Act and Acts, thing and things, which the said *I. T.* in my name shall do in the premises. And further know ye, that I the said *I. K.* have made, constituted and appointed, and doe by these presents make, constitute and appoint, for and during the full time and term of &c. years from the day of the date hereof next ensuing fully to be compleat and ended, the said *I. T.* my Bayliff and Receiver to my use and behoof, of all and singular the Rents, issues, and profits, of all and every my Messuages, Lands, and Tenements, with their appurtenances, set, lying and being, in the said Parishes of &c. or else where in the County of R.

And furthermore do by these presents in my stead and place put and constitute the said *I. T.* my true and lawfull Attorney irrevocable, for and during the said time and term of &c. as aforesaid, for me, and in my name, and to my use and behoof, to ask, levy, recover and receive, all and singular the rents of all my lands and hereditaments, with the appurtenances heretofore due and owing unto me, and all accompts for the same to take

take, and also to levy and receive, to my use as aforesaid, all and singular such debts, duties, sum and sums of money, as are or shall be due or owing unto me the said *I. R.* by any person or persons whatsoever, for or in any sort concerning any my Messuages, Lands and tenements aforesaid, giving and granting by these presents unto my said Attorney, full power and authority, for me, and in my name, and to my only use, to sue, arrest, implead and condemn every of my debtors and accomplices aforesaid, and at his liberty such person and persons out of prison to deliver, or cause to be delivered, and upon any receipt of any sum or sums of money to my use to be received of any person or persons as aforesaid, acquittance or other lawfull discharges for the same, for me, and in my stead and name, to make, seal and deliver, as my deed or deeds, and I the said *I. R.* do by these presents, for me, my Heirs, &c. grant and agree, that he the said *I. T.* shall keep and detain to his own use, of the rents and profits of my lands and tenements, and of such sum and sums of money, as he shall receive to or for my use, by virtue of this my deed, all and singular such costs, charges, and expences whatsoever, which he shall lay out, disburse, sustain, and be put unto, in or about the premises, or in or about the executing of this my power and authority by these presents unto him given, and I the said *I.* doe further by these presents covenant, grant, and agree to and with the said *I. T.* his Executors, and Assigns, that he the said *I.* neither shall nor will revoke, nor make void, this present grant, nor any authority by these presents to him the said *I. T.* given, neither commit, or do any act or acts, thing or things, whatsoever, whereby he the said *I. T.* shall be let, or in any sort hindered in the executing of the premises. *In witness* whereof, &c.

Grant, that the Bayliff, or receiver, shall retain and keep to his own use of the profits of the lands and sums received, all his charges and expences sustained about the premises. Covenant, that the grantor will not revoke nor make void this grant nor any authority therein given, nor do any thing to hinder the grantee in executing the premises.

A Deed of Retainer of a Chaplain by a Noble man, according to the Statute.

TO all &c. the right honourable *E. P. Lord Morley*, Baron of *Rye*, greeting in our Lord God everlasting. Know yee, that I the said Lord *Morley* my beloved in Christ *I. P. Clark*
Bea-

Bearer of these presents, for the conversation of his laudable life, knowledge of learning, the honesty of godlinesse and manners, one of my houshold Chaplains, according to the tenor, force and effect of a certain Statute for Chaplains of great men and noble men in such case provided and established, the day of the date of these presents have received, admitted, and by these presents do receive and admit, exhorting and requiring all and singular persons who have interest, or in any manner may have interest, that the said *T. D.* for my Houshold Chaplain and familiar they do respect and repute; And further the same *I. D.* contrary to the tenor of these presents, or the Statute aforesaid no manner of way do molest, vex, and disturb, or any ways grieve. *In testimony* whereof, I the aforesaid, &c. my name aforesaid with my proper hand have written, and to these presents have put my seal of Armes, Dated, &c.

An assignment of two Leases, by an Assignee, made, of severall lands by severall Persons.

THIS INDENTURE, &c. Between *I. S.* &c. of the one part, and *W. P.* &c. of the other part; Whereas the right honourable *T. S.* Lord B. of &c. by his Indenture of Lease, bearing date, &c. did demise &c. unto one *G. F.* &c. all those pasture grounds, &c. commonly called and known by the name and names of &c. with all and singular their appurtenances, containing by estimation, &c. (except and always reserved out of the said Lease all woods, &c.) for and during the term of &c. beginning at the feast of &c, as by the same more at large appeareth; And whereas also one *T. P.* of &c. by his Indenture bearing date, &c. did demise &c. unto the said *G. F.* &c. for and during all the time and term of, &c. in the said Indenture specified, all those other low grounds, &c. containing by estimation, &c. as by the said Indenture more &c. all which said pasture grounds, &c. are set, lying and being, in &c. And whereas also the said *G. F.* by his Indenture bearing date, &c.

did demise, &c. unto the said *I. S.* as well all those the said pasture grounds, &c. commonly called and known by the names of &c. with all and singular their appurtenances, containing in the whole &c. And also all those the said low grounds, called, &c. containing by estimation, &c. whether they were more or lesse, then late in the occupation of the said *I. S.* or his Assigns, situate, lying, &c. in &c. (except and always reserved out of the said Lease all Woods, &c.) To have &c. as well the said pasture grounds, &c. unto the said *I. S.* his Executors, &c. from the Feast of &c. unto the full end &c. yeelding, &c. unto the said *G. F.* &c. at or in &c. at two usual Feasts &c. that is to say, &c. by even and equal portions, with a clause of distresse and reentry for the non-payment of the said Rent of, &c. by the said Indenture reserved, as in and by the same more fully and plainly doth and may appear; Now this Indenture witnesseth, that the said *I. S.* for and in consideration, &c. unto him the said *I. S.* at the time of the enfealing the &c. well and truly by the above named *W. P.* contented &c. whereof and wherewith the said *I. S.* doth acknowledge himself, &c. hath given, granted, &c. unto the said *W. P.* &c. as well the last recited Indenture of demise from the above named *G. F.* unto him the said *I. S.* made, and all other scripts, writings, and Charters whatsoever, concerning the said premises, or any part or parcel thereof, as also all that his right, title, interest, estate, and term of years, of or in the above recited lands, and other the premises, with all and singular their appurtenances, and of and in every part and parcel thereof. And of and in all and singular other the profits, commodities, and emoluments whatsoever, to the said Lands belonging, or in any wise appertaining, To have &c. unto the said *W. P.* &c. for and during all such time and term, and for so many years as are yet to come and unexpired, of and in the term aforesaid, and in so large and ample manner, so all intents, constructions, and purposes, as he the said *I. S.* hath, may, should, or of right ought to have, hold, or enjoy the same, by force and means of the said last recited Indenture, writing, and conveyance, or by any other way or means whatsoever.

[A clause, that the Assignee shall discharge all such rents, duties,

Exception of Woods.

The usual covenants, that the Assignee shall pay all Rents & duties, and keep all covenants contained in the first lease, & shall acquit & discharge the Assignor. Covenant, that the premises shall continue discharged of all grants, &c. forfeitures, &c. made by the Assignor, except, &c. Covenant, that the Assignee shall have the same benefit of all covenants, grants, articles &c. contained in the first Lease, which the Assignor should have had, &c. Covenant, that the Assignor hath done no act, nor shall do, to barr the Assignee of the benefit of the Covenants in the first Lease.

ties, and payments, as by the said last recited Indenture are or shall be due, or payable unto him the said G. F. his Executors, &c. for the said premises, and every part and parcel thereof, and also from the day of the date of these presents, during the whole term, perform and keep all and singular the Covenants, &c. specified and contained in the said recited Indenture, made between the said G. F. on th'one part, and the said I. S. on th'other part, which are by the said Indenture on the part and behalf of the said I. S. &c. to be performed, and him the said I. S. from time to time, and at all times hereafter, acquit, discharge, &c.]

[A clause, where the Assignor covenants to and with the Assignee, that the premises shall continue clearly discharged of all grants, charges, interests, forfeitures, breach of Covenants, title or titles of entry, for any condition broken, and of and from all other incumbrances whatsoever, &c. made or done by the Assignor, &c. (one Lease of part of the said premises, called, &c. to end and expire at &c. next coming, unto one, &c. only excepted and prized.)]

And further, that the said W. P. &c. shall and may, &c. take, have and enjoy, to his own use and behoof, all and singular such benefit, advantage, profit and commodity, of all, every, or any the Covenants, grants, articles and agreements, contained in the said recited Indenture made between the said G. F. of th'one part, and the said I. S. of th'other part, which the said I. S. &c. should have, may, might, can have, or in any sort during the time aforesaid, shall or may be intitled unto, in as large and ample manner and form as he the said I. S. &c. shall, can, or may have the same. [A clause, that the said I. S. hath not done, nor shall do or commit any act, whereby the said W. P. shall be barred to take any benefit of all the Covenants, in the said last recited Indenture.] In witness whereof, &c.

Witness my hand and seal, this 10th day of June, 1711. On the 10th day of June, 1711. I, the said I. S. &c. have signed, sealed, and delivered the above said Indenture, in presence of the following witnesses, who have signed their names thereto, and have subscribed their names to the following Certificate, which is a true and correct copy of the said Indenture, as the same is now in my possession, and as the same is now in the possession of the said I. S. &c.

One special Covenant, which was in an ordinary Lease contained.

ANd the said *J. R.* (which was the Lessor) doth by these presents, for him, his Heirs, &c. Covenant and grant, to and with the said *I. T.* his Executors, &c. that he the said *J. R.* his Heirs, &c. shall and will, from time to time, during the said term of, &c. acquit, discharge, and save harmlesse, as well the said premises, as the said *J. T.* his Executors, &c. of and from one yearly rent given and bequeathed by *A. R.* Father of the said *J. R.* by his last Will, unto one *J. L.* limited to be issuing forth of the said premises, and also of and from the chief rent and rents, from time to time, during the said term, unto the chief Lord and Lords of the Fee and Fees, for the said premises, and of and from all other charges and rents (the rent by these presents reserved excepted) issuing and going forth of the same, &c.

Covenant, that the Lessor shall discharge as well the premises, as the Lessee, from one rent bequeathed out of the Land by the Father of the Lessor, as also from the rents due to the chief Lords, &c.

An Indenture to lead the use of a Feoffment, or other assurance, in nature of a Will.

THIS INDENTURE &c. Between *E. G.* &c. of the one part, and *W. I.* Minister of *B.* aforesaid, *R. S.* &c. and *P. H.* of the other part, *Witnesseth*, that as well for and in consideration of the good and perfect disposing, establishing, and settling of all and singular the Messuages, &c. and other Hereditaments of the said *E. G.* hereafter particularly mentioned and expressed, to such uses, intents, and purposes, as hereafter in these presents is limited and appointed, as also for and in consideration that the Debts, Legacies and Bequeaths of him the said *E. G.* in his last Will specified and contained, may be sufficiently discharged and fulfilled, and also that the good and charitable uses by these presents hereafter limited and appointed, may be fully established and confirmed, and for divers other good and

Covenant to
make a feoff-
ment to the u-
ses following.

and sufficient causes, and considerations, him the said *E. G.* thereunto especially moving, It is covenanted, concluded and agreed, by and between the said parties to these presents, and every of them, doth Covenant, grant, conclude, and agree, to and with the other of them, their Heirs &c. and every of them, in manner and form following, that is to say, first, he the said *E. G.* doth by these presents, for him, his Heirs &c. and every of them, Covenant, grant, conclude, and agree, to and with the said *W. I. R. S. P. M.* and *P. H.* and every of them, their Heirs &c. that he the said *E. G.* before the Feast of, &c. next &c. by his sufficient Deed of Feoffment in the law, shall and will well and sufficiently convey, and assure, or cause to be conveyed and assured, unto them the said *W. I. R. S. P. M.* and *P. H.* their Heirs and Assigns, all and singular the Messuages &c. and all and every other the Hereditaments, with all and singular their appurtenances whatsoever of the said *E. G.* situate, lying and being, in the Parishes of &c. or else where within the said County, hereafter in these presents particularly mentioned and set down, except, and always out of these presents foreprized, all and singular such the Messuages &c. whatsoever, with their appurtenances, as are specified, contained, or to him the said *E. G.* given and bequeathed, by the last Will and Testament of *I. G.* bearing date &c. (as by the same doth appear) which said Feoffment and other conveyance and assurance of the premises before mentioned to be made, and every of them, shall inure, and shall be deemed, adjudged, esteemed and taken to be and inure, And also the said *W. I. R. S. P. M. P. H.* and either of them, and the survivor of them, and either of them, their Heirs and Assigns, and all and every person and persons seised of the said premises, and all and every part and parcel thereof, shall stand and be seised of the same, and every part thereof, to the uses, intents and purposes, hereafter in these presents expressed, limited and appointed, and to none other use, intent or purpose whatsoever, that is to say, of and in all and singular the Messuages, &c. what soever, with their appurtenances, set, lying, and being, in the Parishes of, &c. or elsewhere within the County of *K.* in these presents mentioned (except before excepted) to the use and behoof of the said *E. G.* for

G. for and during the term of his natural life, without impeachment of any manner of waste, and after the decease of the said E. G. of and in all that principal Mansion House or Messuage, with the appurtenances, now in the tenure and occupation of, &c. or his Assignee or Assignees, with all the Barns, Stables, &c. and other the appurtenances whatsoever, And together with all and singular the lands &c. and all other the hereditaments, ways, easements, and commodities whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or together with the same at this present by the said &c. used, occupied, or enjoyed (the Lands commonly called the B. only excepted) containing in the whole by estimation, &c. whether more or lesse, situate, &c. in the Parishes &c. And furthermore, of and in all the Messuage or Tenement with the Barns, &c. and all other the easements, together with all the Lands, &c. to the same belonging, or in any wise appertaining, or together with the same had, held, used, occupied or enjoyed, and now in the tenure or occupation of &c. or of his Assignee or Assignees, containing in the whole by estimation &c. whether more or lesse thereof there be had, situate &c. To the use and behoof of A. G. Wife of the said E. for and during the term of her natural life, and after her decease, to the use and behoof of S. H. of &c. his Executors and Assigns, for and towards the payment of the debts of the said E. G. and satisfying of his Legacies in his last Will and Testament (specified and contained) and for the discharge of such charges as the said Executors have or shall sustain, and be put unto, in or about the same, and in or about the last Will and Testament of L. G. deceased, for, during, and until the debts and bargains of the said E. G. be fully paid and discharged, and also until the said Executors, their Exec. or Assigns, shall have had, levied and received, all and every such charges and expences whatsoever, as they or any of them shall have layed out, disbursed, or be put unto, in or about the last Will and Testament of the said E. G. deceased, which the said Executors shall not by the last will of the said E. be allowed, and afterward to the use and behoof G. H. his Heirs and Assigns for ever, Provided always, and it is fully condescended, concluded and agreed upon, by and between the

Limitations of uses towards the payment of Debts and Legacies, and satisf'ying Executors for all their charges which they have not allowed by the Will.

A Proviso or power of Revocation of

the old uses
by Deed, &c.
and power by
the same deed
to limit new
uses.

parties to these presents, and either of them, their Heirs, Executors and Assigns, and every of them, that if it fortune *E. G.* of *&c.* Son of *I. G.* &c. aforesaid deceased, to reform himself, and also during the natural life of the said *E. G.* to have issue male of his body lawfully begotten, that then it shall and may be lawfull to and for the said *E. G.* by his sufficient Deed in writing under his hand and seal, and delivered in the presence of two sufficient Witnesses at the least, to change, alter, and revoke, in the whole or in part, the use and uses beforesaid by these presents unto the said *G. H.* and his Heirs and Assigns, limited and appointed, of all the said recited premises, or of part, or of so much thereof as he the said *E. G.* shall think good, and by the same his sufficient Deed in writing as aforesaid, to limit and appoint any new use or uses of the said premises, or any part or parcel thereof, to the said issue male of the body of the said *F. G.* lawfully begotten, for life, in tail, or in fee, or for any other estate, as he the said *E. G.* shall think convenient, and that from and immediately after such limitation and appointment of such new use and uses as aforesaid, they the said *W. K. R. S. P. M. P. H.* and the Survivor of them, their Heirs and Assigns, shall stand and be seized of the said premises, as aforesaid, and the Feoffment or other assurance to be made as aforesaid, shall be, and is by these presents meant, and intended to be, to such new use and uses, intents and purposes, as by the same Deed in form aforesaid, shall be limited and appointed, and after the decease of the said *E. G.* as aforesaid, then of and in all those *&c.* commonly called and known by the name of *B.* land, or by whatsoever name or names the same is called or known, containing by estimation, *&c.* whether more or lesse, now in the tenure or occupation of *S. H.* or of his Assignee or Assignees, situate, lying and being in *D.* aforesaid, and also of and in 3 pieces and parcels of Land, *&c.* commonly called and known by the name of *K.* land, or by whatsoever name or names the same is called or known, containing by estimation, *&c.* whether more or lesse, together lying in the said parishes of *B.* and *R.* and which was late in the tenure and occupation of *&c.* and now is in the tenure and occupation of *L. M.* or of his assignee or assignees, To the use of them

Limitations
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them the said *W. S. R. S. P. M. & P. H.* and the survivor of them, their Heirs and Assigns, to the end, intent and purpose, and upon special trust and confidence that they the said, &c. or the survivor or survivors of them, their Heirs and Assigns, shall and doe immediately after, and upon the erection of a Free-School to be erected and set up within the Parish of *B.* aforesaid, by their good and sufficient conveyance, and assurance in the Law, convey and assure the said premises for and towards the maintenance of a School-master to teach in the said School, and his successors for ever; The said Free School to be incorporated by the name of the Free School of *E. G.* at *B.* and to be ruled and governed by one or more heads and governors, and by such orders, laws and decrees, as shall by them the said &c. or the survivor or survivors of them, be set down, and thought most meet and convenient; and if there be not a School erected and set up within the said Parish of *B.* during the life of the said *E. G.* nor within two years next after his Decease, Or that the said premises be not by them the said, &c. or the survivor of them, their Heirs or Assigns, conveyed or assured unto the maintenance of a School-master, and his Successors to teach in the said School as aforesaid, then the said last recited premises to be to the use and behoof of *E. S.* Son of the said *R. S.* his Heirs and Assigns for ever, and after the decease of the said *E. S.* as aforesaid, then of and in one Messuage or Tenement, &c. and all other appurtenances, together with, &c. containing by estimation, &c. whether more or lesse, to the said Messuage or Tenement belonging and appertaining, situate and lying in *B.* aforesaid, and now in the tenure and occupation of *I. M.* or of his Assignee or Assignees, to the use and behoof of the Executors of *C.* aforesaid Gent. his Executors and Assigns, for and towards the payment of the Debts of the said *E. G.* and satisfying his Legacies in his last Will and Testament specified and contained, and for to discharge such charges as the said Executors hath or shall sustain, or be put unto, in or about the same, and in or about the last Will and Testament of *I. G.* deceased, for, during, and untill the Debts and Legacies of the said *E. G.* be fully paid & discharged, and also untill he the said Executor, his

Exe-

School, shall convey the lands over towards the maintenance of a School-master, &c. the School to be incorporated by such a name, & to be governed by such orders as they shall appoint,

And if the School shall not be erected during the life of the Feoffor, nor within two years after his decease, or if the land shall not be conveyed to the maintenance of a School-master, &c. then to the use, &c.

Limitation of uses to the Executor as aforesaid.

Proviso, that the *cessuy que use*, shall pay so much yearly to the Vicar and Churchwardens of certain Parishes, for the relief of the poor and impotent in the said Parishes, and that they shall distribute it at such a time.

Executors, and Assigns, shall have had, leyyed and received all and every such charges and expences whatsoever, as he shall have layed out, disbursed, or be put unto, in or about the last Will and Testament of the said E. G. and in or about the last Will and Testament of A. G. deceased, which he the said Executor shall not by the last Will of the said I. be allowed, and afterward to the use of G. H. Son of the said Executor, his Heirs and Assigns for ever, and after the decease of the said E. G. as aforesaid, then of and in all that Tenement or Lodge, together with &c. of land, with the appurtenances, containing in the whole by estimation &c. whether more or lesse, to the said Tenement or Lodge belonging, or appertaining, The which the said E. G. had and purchased, to him, and his Heirs, of one I. G. of S. aforesaid deceased, and is now in the tenure and occupation of I. A. or his Assignee or Assignes, &c. are situated and being in R. aforesaid, to the use and behoof of F. G. Son of I. S. late of R. aforesaid deceased, his Heirs and Assignes, for ever, Provided always, that he the said F. G. his Heirs and Assignes shall and do yearly after the decease of the said E. G. at or upon the Feast of &c. for and toward the relief, maintenance, and sustenance of the poor aged and impotent people within the Parishes of B. and R. aforesaid content and pay, or cause to be contented and paid, unto the Vicar and Churchwardens of the said Parish of B. or unto any of them for the time being, and unto their successors for ever, at or in the Parish Church of B. aforesaid, the sum of &c. of &c. And unto the Vicar and Churchwardens of the Parish of R. aforesaid, for the time being, or unto any of them, and unto their successors for ever, at or in the Parish Church of R. aforesaid, the sum of &c. of &c. The first payment of the said several sums to begin at and upon the next Feast of &c. which shall first happen after the decease of the said E. G. to the end and intent the Vicar and Churchwardens of the said several Parishes, shall yearly at and upon the Feast of &c. or at and upon the Lords day then next distributed, the said several sums, unto the poor and impotent people inhabiting within the said several Parishes. And if the said F. G. his Heirs and Assigns, doe not content and pay, to

cause to be contented and paid, the said several sums of &c. according to the true intent and meaning of the last proviso in these presents contained, then he the said *F. G.* his Heirs and Assigns, shall forfeit unto the Vicar and Churchwardens of every of the said Parishes of *B.* and *R.* and their successors for the time being, severally where any such default shall happen to be, the several sums of &c. *nomine paræ*, for every such default, and so often as the same shall happen, and shall not incur any other penalty or forfeiture, by implied condition, limitation, or any other thing in these presents contained; And it is covenanted, granted, condescended, and agreed, by and between the said parties to these presents, and every of them, their and every of their Heirs and Assigns, and the true intent, and meaning of all and every Feoffment, and other conveyance of the last recited premises made, shall be deemed, and esteemed, and taken to be, That the said *W. I. R. S. P. M.* and *P. H.* and the survivor of them, their Heirs and Assigns, shall upon default of payment by the said *F. G.* his Heirs, or Assigns, of the said several sums of &c. contrary to the purport, intent, and true meaning of the Proviso before by these presents specified, by the which the several sums are appointed and limited to be paid, stand, and be seised of the said last recited premises unto the use and behoof of the said Vicar and Churchwardens of every of the said Parishes of *B.* and *R.* for the time being, until that they for the several defaults unto every of them made, shall have severally had, levied, and received, as well the said several sums of &c. before by these presents appointed to them to be paid, with all and every their Arrearages thereof; As also the said several penalties of &c. *nomine paræ*, for every default by the said *F. G.* his Heirs and Assigns made; And lastly, after the decease of the said *E. G.* aforesaid, then of and in all that barn and land, with the appurtenances, commonly called and known by the name of *F.* and *M.* or by whatsoever other name the same is called and known, containing by estimation, &c. more or lesse, in the tenure and occupation of one *G. G.* or of his Assignee, or Assignees, lying, and being in the Parish of *R.* aforesaid.

And if the *cessuy que use*, shall fail of payment, that then the *cessuy que use*, &c. shall forfeit so much *nomine paræ*.

Covenant, that in the default of payment of the said sums, the *cessuy que use* shall stand seised to the use of the Vicar and Churchwardens until that they have levied the sums with the *nomine paræ*.

Limitation of
uses to one &
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&c. as aforesaid.

A Proviso, or
power of Re-
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And also of and in that one messuage or tenement, with the appurtenances, commonly called or known by the name of G. or by whatsoever other name or names the same is called or known by, together with 20 acres of land, meadow, pasture, and wood, whether more or lesse, to the said messuage or tenement belonging, and to the same had, occupied, and enjoyed, now in the tenure and occupation of S. G. or of his Assignee or Assignees, situate, lying and being in B. aforesaid, to the use and behoof of E. H. of C. aforesaid Gent. his Executors and Assigns, for and towards the payment of the Debts of the said E. G. and satisfying of his Legacies in his last Will and Testament specified and contained, and for discharge of such charges as the said Executor hath or shall sustein, or be put unto, in or about the same, and in or about the last Will and Testament of E. G. deceased, for, during, and until the Debts and Legacies of the said E. G. be fully paid and discharged, and also untill he the said Executor, his Executors and Assigns, shall have had, levied, and received all and every such discharges and expences whatsoever, as he shall have laid out, disbursed, or be put unto, in or about the last Will and Testament of the said E. F. and in or about the last Will and Testament of the said I. G. deceased, which the said Executors shall not by the last Will and Testament of the said I. be allowed, and afterward to the use and behoof of I. G. Son of I. G. of R. aforesaid, his Heirs and Assigns for ever. Provided alwayes, and it is covenanted, condescended, concluded, and agreed upon by and between the parties to these presents, and every of them, their Heirs and Assigns, and every of them, That if it fortune the above-named E. G. to have any issue of his body lawfully begotten, that then upon the payment and tender of, &c. of, &c. unto them the said W. I. R. S. P. M. and P. H. or unto any of them, their Heirs and Assigns, or any of them, at or in the South porch of the Parish Church of A. aforesaid, this present Indenture, and all clauses, agreements, limitations of use and uses, and all and every other article whatsoever in the same contained, and all Feoffments, and other conveyances and assurances in performance of these presents made or executed (the limitation of the use and uses of the said Land called and known by

the name of B. Land, and also the limitation of the use and uses of the said Land called K. and all the clauses, articles, and agreements in these presents contained; for and in any sort concerning the said Land, always excepted and foreprized, I shall be utterly void, determined, and to none other effect or purpose; and that then, and immediately after, all the said Messuages, Lands, Tenements, Hereditaments, and all other the premises whatsoever in these presents mentioned, with all and every other the appurtenances, shall be, and remain unto the said E. G. his Heirs and Assigns for ever, in such manner and form as though these present Indentures and all other conveyances and assurances upon the same executed, had never been had, nor made: *In witness whereof, &c.*

An Indenture of Covenants upon a Marriage.

THIS INDENTURE Tripartite, &c. Between W. P. of, &c. of th' one part, I. B. of, &c. on the second part, and I. H. of, &c. and I. S. of, &c. on the third part, *Witnesseth*, That whereas there is a Marriage by the grace of God in short time to be had and solemnized between the said I. B. party to these presents on the one part, and E. P. Daughter of the above-named W. P. on th' other part, It is therefore covenanted, granted, condescended, concluded and agreed upon, by and between the said parties to these presents, and every of them, in manner and form following; that is to say, First the said I. B. doth for himself, his Heirs, Executors, & Administrators, Covenant, promise, grant and agree, to and with the said W. P. his Executors and Administrators, that he the said I. B. shall and will, before the, &c. next and immediately ensuing the date of these presents, espouse and take to Wife the said E. P. Daughter of the said W. P. if she the said E. will thereunto assent, consent and agree, and the Laws of God and holy Church will it permit & suffer. And the said W. P. as well for and in consideration of the said Marriage so to be had and solemnized be-

Covenant by the Father of the Wife, in consideration of the Marriage &c. to infeof, &c. certain persons to certain uses here expressed.

tween the said *I. B.* and the said *E. P.* as aforesaid, as also for the better establishing and settling of the Lands and Tenements hereafter mentioned, to such uses, and to such persons, as hereafter they are limited and appointed, and for divers other good and sufficient causes &c. doth for himself, his Heirs &c. Covenant and grant, to with the said *I. B.* *I. H.* and *I. S.* their Executors, and Administrators, that he the said *W. P.* his Heirs and Assigns, shall and will, before the &c. next and immediately ensuing the date of these presents, well and sufficiently by Feoffment, or other good and sufficient conveyance and assurance in the law, assure and convey, or cause to be assured and conveyed, unto them the said *I. H.* and *I. S.* their Heirs and Assigns, all and singular those his Messuages, &c. and the reversion and reversions, remainder and remainders thereof, and all other his hereditaments whatsoever, together with their appurtenances, at this present demise, and let unto *I. B.* and *R. N.* and now in the tenure and occupation of them &c. called and known by the name of, &c. containing in all by estimation, &c. set, lying, and being, in the Parishes of &c. in the said County of *K.* upon the demean of *R.* and the said premises do bound and butt in manner and form following, that is to say &c. And the said Land called *B.* in the occupation of *R. N.* bound and butt &c. as the meets and bounds thereof doe every one divide and shew, which the said Feoffment, and other conveyance and assurance of the premises before mentioned to be made, and every of them, shall be, and inure, and shall be deemed, adjudged, esteemed and taken, to be and inure, And the said *I. H.* and *I. S.* and either of them, and the survivor of them and either of them, their Heirs, and Assigns, and all and every person and persons seised of the said premises, and all and every part and parcel thereof, with the appurtenances, shall stand and be seised of the same, and every part thereof, to the uses, intents, and purposes, hereafter in these presents expressed, limited, and appointed, and to none other use, intent, or purpose whatsoever, that is to say, to the use and behoof of the said *E. P.* for and during the term of the natural life of the said *E.* And after the decease of the said

E. P.

E. P. to the use and behoof of the Heirs Males of the body of the said *E. P.* by the said *I. B.* lawfully begotten, And for default of such issue, to the use of the Heirs Females of the body of the said *E. P.* by the said *I. B.* lawfully begotten, And for default of such issue, to the Heirs Females of the said *E. P.* on her body lawfully begotten, and for default of such issue, then to the use of the said *W. P.* his Heirs, and Assigns, for ever. Provided always, and it is fully concluded and agreed upon, by and between the parties to these presents, and every of them, their Heirs, Executors, and Assigns, and every of them, that as well the said *I. B.* and *E. P.* during the natural life of the said *E.* as also the Heirs Males and Females of the body of the said *E.* by the said *I. B.* or any other lawfully begotten, and every other person and persons to whom the said premises by these presents are limited and appointed, shall yearly content and pay, or cause to be well and truly contented and paid, at or in the South porch of the Parish Church, of &c. aforesaid, unto the above named *W. P.* and his Assigns, for and during the term of the natural life of the said *W. P.* one annual rent or sum of &c. of &c. the said annual rent or sum of &c. to be yearly by even and equal portions paid at or upon the two most usual and accustomed feasts or days of payment in the year, that is to say, &c. or within &c. and the first payment to begin &c. and if the said *I. B.* and *E. P.* during the life of the said *E.* or of any of the Heirs Males or Females of the body of the said *E.* by the said *I. B.* or any other to be begotten, and every other Person and Persons to whom the said premises by these presents are limited and appointed, do not content and pay, or cause to be paid, the said annual rent or sum of &c. unto him the said *W. P.* and his Assigns, during the term of his natural life as aforesaid, according to the true intent and meaning of the proviso in these presents before mentioned, that then the said *I. B.* and *E.* during the life of the said *E.* and the Heirs of the Body of the said *E.* by the said *I. B.* begotten, shall forfeit, and every other person so making default, unto the said *W. P.* and his Assigns, during the natural life of the said *W.* shall forfeit the sum of &c. *nomine pana*, for every

Proviso, that the *cestuy que uses* shall pay such a rent yearly to the Father during his life, and in default of payment so much *nomine pana*.

Covenant, that in default of payment of the rent, that the Feoffees shall stand seized to the use of the Feoffor, until that he hath levied the rent, & penalty forfeited.

Proviso, that if the Wife die without issue of her body, to whom the uses were limited, living her Husband, that then her Father shall grant such a rent to the Husband for his life, & in default of payment, that he shall forfeit so much, *nomine pene.*

default, and so often as the same shall happen; And this Covenant, granted, descended and agreed, by and between the said parties to these presents, and every of them, their, and every of their Heirs and Assigns, and the true intent and meaning of all and every Feoffment, and other conveyance and assurance of the said premises made, shall be deemed, & esteemed, and taken to be, that the said *J. H.* and *J. S.* and the survivor of them, their Heirs and Assigns, shall upon such default in payment of the said annual Rent, or sum of, &c. contrary to the purport, intent, and true meaning of the Proviso before by these presents specified, by the which the same is appointed and limited to be paid, stand and be seized of the said recited premises, with their appurtenances, and every part and parcell thereof, unto the use and behoof of him the said *W. P.* his Heirs and Assigns, for, during, and until he the said *W.* and his Assigns shall have had, levied, and received, as well the said annual rent of, &c. before by these presents appointed to him to be paid, with all and every the arrears thereof, as also the said penalty of, &c. *nomine pene*, for every such default as aforesaid to be made; *Provided always*, and it is concluded, &c. by and between the parties to these presents, and every of them, that if it fortune the said *J. P.* during the life of the said *J. B.* to depart this mortal life, without issue of her body lawfully begotten, that then the said *W. P.* his Heirs and Assigns, shall yearly content and pay, or cause to be well and truly contented and paid, at or in the South porch of the Parish Church of *H.* aforesaid, unto the abovenamed *J. B.* and his Assigns, one annual rent of sum of, &c. to be yearly by even and equal portions paid, at or upon the two most usual and accustomed Feasts & days of payment in the year, that is to say, &c. or within &c. next after, &c. and the first payment thereof to begin &c. which shall next and immediately ensue after the Decem^{ber} of the said *E.* without any issue of her body lawfully begotten as aforesaid; And if the said *W.* do not content and pay, or cause to be contented and paid, the said annual Rent or sum of, &c. unto him the said *J. B.* and his Assigns, during the term of his natural life as aforesaid, according to the true in-

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rent and meaning of the Proviso in these presents last before mentioned, that then the said *W. P.* his Heirs and Assigns, after the decease of the said *E.* without issue of her body lawfully begotten as aforesaid, shall forfeit unto him the said *I. B.* and his Assigns, during the natural life of the said *I.* the sum of, &c. *nomine pena*, for every default and so often as the same shall happen; And it is covenanted, granted, condescended & agreed, by and between the said parties to these presents, and every of them, their and every of their Heirs and Assigns, and the true intent and meaning of all and every Feoffment, and other conveyance and assurance of the last recited premises made, shall be deemed, esteemed, & taken to be, That the said *I. H.* and *I. S.* and the survivor of them, their Heirs and Assigns, shall upon such default of payment of the said annual rent or sum of, &c. according to the purport, intent, and true meaning of the Proviso before by these presents specified, by the which the same is appointed and limited to be paid, stand and be seized of the said recited premises, with their appurtenances, and every part and parcel thereof, unto the use and behoof of him the said *I. R.* his Heirs and Assigns, during, and until the said *I.* his Heirs and Assigns, have had, levied, and received, as well the said annual rent or sum, &c. afore by these presents appointed to him to be paid, with all and every the arrears thereof, as also the said penalty of, &c. *nomine pena*, for every such default as aforesaid to be made; Provided furthermore, and it is fully condescended, &c. upon, by and between every of the said parties to these presents, their Heirs and Assigns, that if it happen the said *E. P.* after the said Marriage between her and the said *I. B.* had and solemnized, to depart this mortal life having Heir of her body Male or Female by the said *I. B.* lawfully begotten, and that the said Heir, being a Man-child, fortune to be at the time of such decease of the said *E.* under the age of, &c. Or being a Daughter, to be under the age of, &c. that then it shall and may be lawful, to and for the said *I. B.* for and towards the education and bringing up of such Child and Heir, to take, levy, and receive all and singular the rents, issues, and profits of the said premises, and every part and parcel thereof, with th'appurtenances, for, during, & untill such Heir, being a male

Covenant, that in default of payment of the Rent, that the Feoffees shall stand seized to the use of the Husband, until that he hath levied the rent & penalty forfeited.

Proviso, that if the wife die, having issue male or female, being under the age of, &c. that the Husband shall take the profits of the land, towards the education of such Child, til he or she come to the age of, &c.

Covenant,
that the Feof-
tees shall stand
seised to the
use of the Hus-
band during
such time as
aforesaid.

Male child shall accomplish the full age of &c. and if the said Heir be a Daughter, then for, during, and until she shall accomplish her full age of &c. and that then and from thenceforth the true intent and meaning of all & every Feoffment, & other conveyance and assurance of the premises to be made, shall be esteemed, adjudged, and taken to be, That the said *I. B.* and *I. S.* and the survivor of them, their Heirs and Assigns, shall stand and be seised of the said premises to the use and behoof of the said *I. B.* during such time, and in such manner and form, as is before by the said last proviso limited and appointed, any thing before specified to the contrary notwithstanding, *In witness* whereof, &c.

Note, that he which sueth a Replevin, must, before, it be made enter into Bond of a reasonable &c. With two sureties, conditioned as followeth.

Noverrunt universi per &c. Teneri, &c. T. K. vicecomit. Com. K. &c.

THe Condition &c. That whereas the above named *T. K.* Sheriff of the said County of *K.* by vertue of his Office, and upon the complaint of the above bounden *R. T.* hath delivered and replevied unto the said *R. T.* two Oxen which one *I. S.* late took, and wrongfully with-held, as the said *R. T.* saith, If therefore the said *R. T.* doe pursue his said action of *Replegiare* against the said *I. S.* for the taking and with-holding of the said two Oxen, with effect, and make return again of the said Cattell, if the return of them be so adjudged by the Law, And the said Sheriff, his Heirs and Executors, acquit and discharge, or sufficiently save harmlesse, against the Commonwealth, and the said *I. S.* of and for every thing concerning the premises, That then, &c.

A Grant of an Annuity out of Land, with a Proviso not to charge the Person:

TO all, &c. Know yee, that I, &c. for diverse, &c. have given &c. to *T. P.* and *T. P.* of &c. one annuity or yearly rent, &c. issuing and yearly to be taken out of one messuage, &c. containing in the whole by estimation, &c. more or lesse, &c. situate, &c. in the Parish of *H.* aforesaid, and now in the hands or possession of me the aforesaid *I.* during the minority of *T. C.* Son of the said *I. C.* deceased, to have, hold, and enjoy, and take the aforesaid annuity, &c. out of the aforesaid Messuage, and other the Premises whatsoever, with all and singular the appurtenances to the aforesaid *T. P.* and *T. P.* their Executors and Assigns, until and so long as the said *T. C.* natural Son of the said *I. C.* deceased shall come and attain to the age, &c. to and towards the good education and sustenance in all necessities as well of the aforesaid *T. C.* as of one *M. C.* Sister of the aforesaid *T.* to be paid yearly at four usual terms of the year, viz. at the Feast &c. by equal portions, the first payment thereof to begin at the Feast, &c. and not before, And if it happen the said annuity or yearly Rent &c. or any part or parcel thereof at any time to be behind or unpaid by the space of *3s.* after any Feast of the aforesaid Feasts, in which as aforesaid the same ought to be paid, That then and so often it shall and may be lawfull for the said *T. P.* and *T. P.* and their Executors &c. unto the aforesaid Messuage, &c. and other the premises whatsoever, with all and singular their appurtenances, to enter and distrain, and the said distresses so then and there taken and had, it shall be lawfull to lead and drive away, and with them to retain until the aforesaid *T. P.* and *T. P.* and their Executors, the aforesaid annuity or yearly Rent, with all the arrearages thereof (if any shall be) be fully satisfied and contented, Provided always that neither these present writing, nor any thing therein contained, doe no manner of ways extend to charge the person of me the said *I.* by Writ or Action of annuity, but only shall be effectual and of value to charge

The grant, is during the minority of one, for and toward the education of of him, and his Sister.

In default of payment by such a time, power to distrain.
Proviso not to charge the person of the Grantor.

Proviso, that if the Brother and Sister, or either of them dye, during the minority of the brother, that the grant shall be void.

the same Messuage, &c. and other the premises before specified with the aforesaid yearly rent, and not otherwise. And provided also, that if it happen the aforesaid T. C. the Son, and the aforesaid M. C. the Sister of the aforesaid T. or either of them, at any time before the said T. do accomplish, and come to his full age as aforesaid of one and twenty years, to die, and depart this life, that then from the time of such death, or decease of the aforesaid T. or M. as well this present Writing, is all in the same contained, shall be altogether void, and of none effect. And that then, and from the time of such death, or decease of the aforesaid T. or M. this present annuity or yearly rent shall be utterly void and determined, any thing before specified to the contrary in any wise notwithstanding. Of which said annuity or yearly rent, the aforesaid L. have put the aforesaid T. P. and T. P. into full possession and seisin, by giving to them four pence. *In witness, &c.*

Seison given
of the Rent.

¶ A General Release made by two.

BE it known, &c. That we R. S. and L. W. of, &c. for Divers, &c. have remised, released, and quite claimed, and do by these presents, for us, our Heirs, Executors, Administrators and Assigns, remise, release, and quite claim unto E. M. of, &c. his Heirs, Executors, Administrators and Assigns, all and all manner of Bills, Bonds, Obligations, Debts, Duties, Arbitrments and Deeds whatsoever, and all manner of Actions and Sutes, which we the said R. S. and L. W. solely in our own name, or joyntly with any others whosoever, now at this present have depending, or may or can have, or by any way or means either solely for our selves, and to our own use, or joyntly with any other, are intituled unto, against the said E. M. his Executors or Admin. in or upon any Bill, Bond, or other specialty, by him the said E. M. unto us the said R. S. and L. W. or either of us solely or joyntly with any other person or persons whatsoever, at any time heretofore for any cause whatsoever made, and also aliother controversiss and debates whatsoever, which we the

said

said *E. G.* and *J. W.* our Executors, Administrators or Assigns, have, may, might, or can have against him the said *E. G.* his Executors or Assigns, for any cause or matter whatsoever, from the beginning of the world until the day of the date of these presents. *In Witness* whereof, &c.

A Deed of Feoffment to uses contel- ned in certain Indentures.

TO all, &c. Know ye me the aforesaid *E. G.* as well to fulfill and perform certain covenants, grants and agreements specified & declared in certain Indentures of the date of these presents, between me the aforesaid *E. G.* on the one part, and of *W. I.* Rector of the Parish Church of *B. R. S.* of, &c. the aforesaid *P. M.* of *R.* and *P. H.* of *B.* in the County aforesaid Yeoman, on the other part made, as for divers other good Causes and considerations me to this especially moving have given, granted, delivered, inclosed, and by this my present Writing confirmed unto the aforesaid *W. I. R. S. P. M.* and *P. H.* their Heirs and Assigns, seven pieces or parcels, &c. with their appurtenances, situate, lying, &c. and commonly called or known, by the name, &c. containing in the whole by estimation, &c. whether more or lesse; and also all these five pieces or parcels of Land, &c. with their appurtenances, situate, &c. in the Parishes of *B.* and *R.* in the aforesaid County of *K.* and commonly called or known by the name of *K.* land, or by what other name or names the same are called or known, containing in the whole by estimation, &c. be they more or lesse; And also know ye, that I the aforesaid *I. G.* for the consideration aforesaid have given and delivered, &c. to the aforesaid *W. I.* &c. his Heirs and Assigns, (1) that my old house called a Lodge; and 8 pieces or parcels of Land, &c. with all the appurtenances to the same house called a Lodge adjoining, or belonging, containing in the whole by estimation, &c. more or lesse, situate, lying and being in the aforesaid Parish of *R.* in the aforesaid County of *K.* and now are in the tenure or occupation of *G. A.*

of *R.* aforesaid, or his Assigns, to have and to hold the aforesaid old house, and all and singular the aforesaid lands, &c. and other the premises whatsoever, with all and singular their appurtenances unto the aforesaid *W. L. R. S. P. M.* and *P. H.* their Heirs and Assigns, to the use, behoof and intents in the aforesaid Indentures of the date of these presents, between the aforesaid *E.* on the one part, and the aforesaid *W. R. P.* and *P.* on the other part made, mentioned, and expressed, and according to the true intent of the said Indenture, and to none other use, behoof or intent, whatsoever, *In Witnesse*, &c.

An Indenture for assurance of Lands to charitable uses, viz. erection of a School, and relief of the poor.

THIS INDENTURE &c. Between *E. G.* of &c. of the one part, and *W. L.* Minister of *B.* aforesaid, *R. S.* of the said Parish of *B. P. M.* of &c. and *P. H.* of *B.* aforesaid, &c. on the other part. Witnesseth, that for and in consideration of the good and perfect disposing, establishing, and settling of all and every the lands, tenements, woods, reversions, remainders, and other the hereditaments of the said *E. G.* with the appurtenances, hereafter particularly mentioned and expressed, to such good and charitable uses, intents and purposes, as hereafter by these presents are limited and appointed, and to the end, intent, and purpose that the said good and charitable uses by these presents hereafter limited and appointed, and to the end, intent and purpose, that the said good and charitable uses by these presents hereafter limited and appointed, may be well and truly executed, performed and fulfilled, according to the true intent and meaning of the said *E. G.* And for divers other good and sufficient &c. It is covenanted, &c. by and between the said parties to these presents, and every of them by these presents in manner and form following, that is to say, First he the said *E. G.* doth by these presents for him, his Heirs, Executors, Administrators, and Assigns, and every of them,

Covenant to
enfeoff, or by
other convey-
ances to assure
certain lands,
to the uses fol-
lowing, before
such a time.

covenant, *E. G.* to and with the said *W. I. &c.* and every of their Heirs, Executors, Administrators and Assigns, that he the said *E. G.* before the Feast of *&c.* by his sufficient deed of Feoffment, or by any other conveyance and assurance sufficient in the Law, shall and will well and sufficiently convey and assure or cause to be conveyed and assured, unto them the said *W. I. &c.* their Heirs and Assigns, all and singular the lands, *&c.* and all and every other the Hereditaments, with all and singular their appurtenances, hereafter in these presents mentioned and set down; That is to say *&c.* (expressing the several particulars,) The which the said *E. G.* had and purchased to him and his Heirs of one *T. R.* of *S.* deceased, and are now in the tenure and occupation, *&c.* and are situate *&c.* which said Feoffment and other the conveyance and assurance of the premises, before mentioned to be made, and every of them, shall be and inquire, and shall be deemed, adjudged, esteemed, and taken to be and inquire, and also the said *W. I. &c.* or either of them, and the survivor of them, and either of them, their Heirs and Assigns, &c. all and every person and persons seized of the said premises and all and every part and parcel thereof, to the uses, intents, & purposes hereafter in these presents expressed, limited and appointed, and to no other use, intent, or purpose, whatsoever, that is to say, to the use and behoof of the said *E. G.* for & during the term of his natural life, without impeachment for any manner of waste; And after the decease of the said *E. G.* then of and in the aforesaid *&c.* with their appurtenances, commonly called and known by the name of *&c.* containing by estimation *&c.* whether more or less, in the tenure, *&c.* and of and in the aforesaid, *&c.* to the use and behoof of them the said *W. I. &c.* & the survivor of them their Heirs and Assigns, to the end, intent and purpose, and upon special trust and confidence, that they the said *W. I. &c.* or the survivor or survivors of them, their Heirs and Assigns, shall and do immediately after, or upon the erection of a Free School, to be erected and set up within the Parish of *B.* aforesaid, by their good and sufficient conveyance and assurance in the Law, convey and assure the said premises; for and towards the maintenance of a Schoolmaster, to teach in the said School, & his scholars for ever; The said Free School to be called by the name

To the use of certain persons upon trust for a Free School, to be after erected, and if it be not erected within such a time, then to other uses.

of the Free-school of E. G. as B. and to be ruled and governed by such Orders, Laws and Decrees, as shall be by them the said W. R. P. and P. or the survivor or survivors of them, let down and thought most meet and convenient, and if there be not a convenient School-house for the said purpose, built, erected, and set up in the Parish of B. within the space of, &c. next and immediatly, &c. Then the said W. R. &c. the survivor and survivors of them, their Heirs and Assigns, and every of them, and all and every other person and persons seized of the said last recited premises, and every part and parcel thereof, shall stand and be seized of and in the same, to the use and behoof of E. G. Son of the said E. G. his Heirs and Assigns for ever. And after the decease of the said E. G. as aforesaid, then of and in all that the aforesaid Tenement or Lodge, together with the aforesaid &c. with th'appurtenances, concerning in the whole by estimation, &c. whether more or lesse, to the said Tenement or Lodge belonging or appertaining, sit. and being in A. aforesaid, to the use and behoof of F. G. of I. G. late of R. aforesaid deceased, his Heirs and Assigns for ever.

Provided alwayes, that he the said F. G. his Heirs and Assigns shall and do yearly, after the decease of the said E. G. upon the Feast of &c. for and toward the relief, maintenance, and sustenance of the poor aged and impotent people within the Parishes of B. and R. aforesaid, content and pay, or cause to be contented and paid unto the Vicar of the said Parish of B. for the time being, and unto his Successors for ever, at or in the Parish Church of B. aforesaid, the sum of, &c. And also unto the Vicar of the Parish of R. aforesaid for the time being, & his Successors for ever, at or in the said Parish Church of R. the like sum of, &c. the first payment of the said several sums to begin at and upon the next Feast of, &c. which shall first happen after the decease of the said E. G. to the end, intent, and purpose, that the Vicar, together with the Churchwardens of the said several Parishes of B. and R. and their Successors for ever, for the time being, or any two of them within their several Parishes, shall yearly, at, and upon the said Feast of, &c. distribute, or cause to be distributed, the said several summes unto the poor and impotent people inhabiting within the said several Parishes.

Proviso, that the *cessuy que* use shall pay so much yearly to the Vicars of two Parishes severally, & their Successors for ever, to the intents, that the several Vicars, & the Churchwardens, shall distribute the several sums to the poor of the several Parishes upo some day certain.

Parishes, And if the said F. G. his Heirs and Assigns do not content this pay, or cause to be paid, the said several summes of &c. according unto the true intent and meaning of the last Proviso in these presents contained. Then he the said F. G. his Heirs and Assigns, shall forfeit unto the Vicar of every the said Parishes of B. and R. and their Successors for the time being, severally and respectively, where any such default shall happen to be, the several summs of, &c. *nomine pene*, for every default, and so often as the same shall happen, and shall not incur any other penalty or forfeiture by implied condition or limitation, or any other thing in these presents contained, and it is covenanted, &c. by and between the parties to these presents, and every of them, their, and every of their Heirs and Assigns, and the true intent and meaning of all and every Feoffment, and other conveyance and assurance of the last recited premises made, shall be deemed, esteemed, and taken to be, And the said W. I. &c. and the survivor and survivors of them, their Heirs and Assigns, shall, upon default of payment of the said F. G. his Heirs and Assigns, of the said several summs of, &c. contrary to the purport, intent, and true meaning of the Proviso before by these presents specified, by the which the said several summs are appointed and limited to be paid, stand, and be seized of the said last recited premises unto the use and behoof of the said Vicar of every of the said Parishes of B. and R. and their Successors severally, where any such default shall happen to be, for, during, and untill they the said Vicars and their Successors of every the said Parishes of B. and R. for the time being, for the several defaults unto every of them made, shall have severally had, levied, and received, as well the said several summes of &c. before by these presents appointed to them to be paid, with all and every the averages thereof, as also the said several penalties of, &c. *nomine pene* for every default by the said F. G. his Heirs and Assigns made. In witness whereof, &c.

And if the *cessuy que use* &c. shall fail of payment, then to forfeit so much *nomine pene*, to the Vicar where such default shall be,

Covenant, that in default of payment, the Feoffees or Trustees, shall stand seized to the use of the Vicar, or Vicars, where such default shall be, untill that he or they have levied the said several summs, and peins thereupon forfeited,

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of the Free School of E. G. at B. and to be ruled and governed by such Orders, Laws and Decrets, as shall be by them the said W. R. P. and P. or the survivor or survivors of them, set down and thought most meet and convenient, and if there be not a convenient School-house for the said purpose, built, erected, and set up in the Parish of B. within the space of, &c. next and immediately, &c. Then the said W. R. &c. the survivor and survivors of them, their Heirs and Assigns, and every of them, and all and every other person and persons seized of the said last recited premises, and every part and parcel thereof, shall stand and be seized of and in the same, to the use and behoof of E. G. Son of the said E. G. his Heirs and Assigns for ever. And after the decease of the said E. G. as aforesaid, then of and in all that the aforesaid Tenement or Lodge, together with the aforesaid &c. with th'appurtenances, containing in the whole by estimation, &c. whether more or lesse, to the said Tenement or Lodge belonging or appertaining, sit. and being in R. aforesaid, to the use and behoof of E. G. of I. G. late of R. aforesaid deceased, his Heirs and Assigns for ever.

Provided alwayes, that he the said E. G. his Heirs and Assigns shall and do yearly, after the decease of the said E. G. at or upon the Feast of &c. for and toward the relief, maintenance, and sustenance of the poor aged and impotent people within the Parishes of B. and R. aforesaid, content and pay, or cause to be contented and paid unto the Vicar of the said Parish of A. for the time being, and unto his Successors for ever, at or in the Parish Church of B. aforesaid, the sum of, &c. And also unto the Vicar of the Parish of A. aforesaid for the time being, & his Successors for ever, at or in the said Parish Church of R. the like sum of, &c. the first payment of the said several sums to begin at and upon the next Feast of, &c. which shall first happen after the decease of the said E. G. to the end, intent, and purpose, that the Vicar, together with the Churchwardens of the said several Parishes of B. and R. and their Successors for ever, for the time being, or any two of them within their several Parishes, shall yearly, at, and upon the said Feast of, &c. distribute, or cause to be distributed, the said several summes unto the poor and impotent people inhabiting within the said several Parishes.

Proviso, that the *celuy que* use shall pay so much yearly to the Vicars of two Parishes severally, & their Successors for ever, to the intents, that the several Vicars, & the Churchwardens, shall distribute the several summs to the poor of the several Parishes upo some day certain.

Parishes, And if the said *F. G.* his Heirs and Assigns do not content and pay, or cause to be paid, the said several summes of &c. according unto the true intent and meaning of the last Proviso in these presents contained, Then he the said *F. G.* his Heirs and Assigns, shall forfeit unto the Vicar of every the said Parishes of *B.* and *R.* and their Successors for the time being, severally and respectively, where any such default shall happen to be, the several summes of, &c. *nomine pene*, for every default, and so often as the same shall happen, and shall not incur any other penalty or forfeiture by implied condition or limitation, or any other thing in these presents contained, and in the covenanted, &c. by and between the parties to these presents, and every of them, their, and every of their Heirs and Assigns, and the true intent and meaning of all and every Feoffment, and other conveyance and assurance of the last recited premises made, shall be deemed, esteemed, and taken to be, And the said *W. I.* &c. and the survivor and survivors of them, their Heirs and Assigns, shall, upon default of payment of the said *F. G.* his Heirs and Assigns, of the said several summes of, &c. contrary to the purport, intent, and true meaning of the Proviso before by these presents specified, by the which the said several summes are appointed and limited to be paid, stand, and be seized of the said last recited premises unto the use and behoof of the said Vicar of every of the said Parishes of *B.* and *R.* and their Successors severally, where any such default shall happen to be, for, during, and untill they the said Vicars and their Successors of every the said Parishes of *B.* and *R.* for the time being, for the several defaults unto every of them made, shall have severally had, levied, and received, as well the said several summes of &c. before by these presents appointed to them to be paid, with all and every the averages thereof, as also the said severall penalties of, &c. *nomine pene* for every default by the said *F. G.* his Heirs and Assigns made. In witness whereof, &c.

And if the *cestuy que use* &c. shall fail of payment, then to forfeit so much *nomine pene*, to the Vicar where such default shall be.

Covenant, that in default of payment, the Feoffees or Trustees, shall stand seized to to the use of the Vicar, or Vicars, where such default shall be, untill that he or they have levied the said several summes, and pene thereupon forfeited.

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The form of a perpetuity by will, or a Proviso to restrain alienation, &c.

PROvided always, and my full mind and intent is, that if the said *F. G.* or any of the Heirs males of his Body lawfully begotten, to whom any estate or estates of and in the said messuages &c. before mentioned, or any part or parcel thereof, doth accrue, remain, descend, or come by any way or means whatsoever, shall at any time wittingly or willingly, determinatly and effectually procure or assent, to or for any act or acts, thing or things, for any bargain, sale, discontinuance, alienation, exchange or forfeiture to be had, or made of the said messuages, and other the before-named premises, or of any part or parcel of them, or any of them, to him, them, or any of them, by these presents limited and devised, whereby any estate of the premises, or of any part or parcel thereof, may, should or might in any wise, or by any means be undone, discontinued, barred, determined or forfeited, and the same bargain, sale, discontinuance, alienation, exchange, or forfeiture, or any other effectual thing or Act, toward the same effect shall attempt, cause, procure command, or wittingly or willingly assent unto, or suffer to be attempted, gone about to be executed, performed, prosecuted or put in ure, by the knowledging of any note or notes, of or for any Fine or Fines to be levied, or by knowledging any Warrant or Warrants of Attorney or Attorneys, for any Recovery or Recoveries to be pursued, or entring into warranty by any means whatsoever, or by knowledging any warrant for the same, or by any purchase of any Writ or Writs, by them, or any of them, or by any other by their assent or consent, by appearance or otherwise to any Writ or Writs, of the premises, or any part and parcel thereof, or by acknowledging of any deed or deeds, writing or writings, to be inrolled, or by any other effectual act or acts thing or things whatsoever, whereof or whereby any bargain, sale, discontinuance, alienation, exchange, or forfeiture shall or may ensue, that then immediately from and after the time of such procuring, attempt-

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tings, commanding, willing, assenting, suffering or going about, in manner and form as is aforesaid, and before any such bargain, sale, discontinuance, alienation, exchange or forfeiture perfected, executed, or done, the estate and estates limited and appointed in these presents, unto him or them, and to as many as so shall attempt, cause, procure, command, or willingly assent to, or suffer any such act or acts, thing or things, to be prosecuted, executed, performed, done, or put in ure, or gone about to be done, performed, or put in ure, in manner and form before declared, whereupon any bargain, sale, discontinuance, alienation, exchange, or forfeiture, shall, may, or might in-
sue, contrary to the true intent and meaning of these presents, of in such, or so much of the said messuages, &c. before mentioned, for the which any the thing or things aforesaid shall be attempted, caused, procured, commanded, assented or suffered to be executed, performed, done, or put in ure, or gone about to be done, executed, performed, or put in ure, contrary to the true meaning of these presents, shall cease, as in respect only, and having regard to such person or persons only so attempting, procuring, causing, commanding, willingly assenting to, suffering or going about any such act or acts, thing or things aforesaid, as if such person or persons so attempting, causing, commanding, or procuring, were naturally dead, and not otherwise, and that then and in such case it shall be lawfull to and for every such person or persons to whom the possession thereof should come, grow, or be, by the true intent and meaning of these presents, to enter and enjoy the same, as if such person or persons, which shall so procure or assent to any such act or thing to be done or attempted, were naturally dead, and in no otherwise, and of such and the like estate and estates, and in like manner and form to all intents and purposes, and with like remainders over, and with like limitations and conditions as the same should have come, and grown, or been, if the same person that shall so procure or assent to, or for, any such act or acts, thing or things, to be done, or attempted, at or immediatly before the time of such procuring or assenting, were naturally dead, and in none of the manner, any thing before in these presents mentioned to the contrary notwithstanding. *Neverthelesse it shall and*
may

Power to
make leases
for 21 years, or
3 lives, refer-
ving the old
& accustomed
rent.

may be lawful to and for the said *F. G.* or any of the Heirs
males of his body lawfully begotten, to let and lease the said
Messuages, &c. and other the premises, for 21 years at the most,
or under; or for one, two, or three lives, upon which several ser-
vices, the old, ancient, and accustomed yearly rent, or the value
thereof, or more, shall be reserved and assured to such person
and persons as shall or ought to have by descent or otherwise,
the estate or estates of and in the premises, &c.

A Ioynture made before Mariage.

TO all, &c. Know ye, that I the said *T. J.* for and in consid-
eration of a certain Mariage between me the aforesaid *T. J.*
and one *A. M.* of *B.* in the aforesaid County of *K.* Virgin, Sis-
ter of one *I. M.* the younger, and *G. M.* of *B.* aforesaid Drap-
per, and for an absolute and perfect Joynture of the said *A. M.*
to be made, and in recompence, barr, full satisfaction and dis-
charging of all and singular Dowet, and title of Dowet, with
the said *A. M.* of, or in any other Messuages, Lands, Tenements
or Hereditaments of me the said *T. J.* that any way may happen
have given, &c. to the aforesaid *A.* and *G.* their Heirs and As-
signs, the moyety of my one moyety, *viz.* one third parte of one
Messuage, &c. with the appurtenances thereunto belonging, and
also the moyety of my one moyety, &c. *viz.* the third parte, &c.
with all and singular their appurtenances. Which said prem-
ises doe all concern in the whole, by estimation, &c. be the first
more or lesse, situate, &c. And also know ye, that the said *T.*
for the Cause and consideration aforesaid, have given, &c. to
the aforesaid *I. M.* and *G. M.* their Heirs and Assigns, all
those my, &c. be they more or lesse, situate, &c. Which said
last premises the said *T. J.* late had, and purchased to him and
his Heirs of one *R. F.* and *A.* his Wife, as by a certain Writing
to him thereof made more plainly appeareth. To have and to
hold, &c. with their appurtenances, and all and singular other
the premises whatsoever, with all and singular their appurte-
nances, to the aforesaid *I. M.* and *G. M.* their Heirs and Assigns,
to

to the only proper use and behoof of me the said *T. J.* until the Rites of Marriage between me the aforesaid *T. J.* and the said *A. M.* be celebrated; and after those Rites of Marriage are celebrated, then to the use and behoof of *A. M.* aforesaid for term of her natural life, and after the decease of the aforesaid *A. M.* to the use of me the aforesaid *T. J.* my Heirs and Assigns for ever. To be holden of the chief Lord, &c. And I the aforesaid *T. J.* and my Heirs, the aforesaid moiety &c. with their appurtenances, and the moiety of that my one moiety, viz. the third part aforesaid, &c. with their appurtenances, to the aforesaid *J. and G.* their Heirs and Assigns, to the use, behoof, and intent aforesaid against me, my Heirs and Assigns, and against all other men claiming from me, will warrant, and for ever defend by these presents, *In witness, &c.*

A special warranty.

The Condition of an Obligation, to restrain Tenements intailed, to be aliened by Fine, Recovery, or otherwise.

The Condition, &c. that whereas one *J. H.* of &c. within writ-
ten, Daughter-in-Law of the said *J. B.* hath by her sufficient
Deed of Feoffment, being of the date with these presents, given,
granted, and infeofed the within named *A. B.* and one *G. S.*
and their Heirs, of and in all and singular the Messuages, Lands,
Tenements, and Hereditaments of her the said *J. H.* lying and
being in the Parishes of *H.* and *S.* or elsewhere in the said Coun-
ty of *K.* to the uses, intents and purposes in certain Inden-
tures being of the date of these presents, made between
her the said *J. H.* of the one part, and one *J. S.* of, &c.
and the said *G. S.* and *J. B.* of th' other part, mention-
ed, specified, limited and appointed, and to none o-
ther use, intent, or purpose whatsoever. And whereas by the
said recited Indenture the use and uses of parcel of the said
premises in the said Indenture particularly expressed, are
mentioned, limited, and appointed; and it is by the said
recited Indenture concluded, that, the said *G. S.* and *J. B.*
their

their Heirs and Assigns; shall thereof stand and be seised to the use and behoof of the said *J. S.* and her the said *J. H.* and the survivor of them, for and during the term of their natural lives, and after their decease to the use and behoof of the Heirs of the said *J. S.* upon the body of the said *J. H.* lawfully begotten; and for default of such Heirs, by the said *J. S.* of the body of the said *J. H.* lawfully begotten, to the use and behoof of the said *J. S.* his Heirs and Assigns, for ever.

And whereas by the said recited Indenture the use and uses of other parcels of the said premises in the said recited Indenture particularly expressed are mentioned, limited and appointed, and it is by the said recited Indenture concluded and agreed, that the said *G. S.* and *J. B.* their Heirs and assigns, shall thereof stand and be seised to the use and behoof of her the said *J. H.* & the Heirs of her body lawfully begotten, & for default of Heirs of the body of her the said *J.* lawfully begotten, to the use and behoof of *M. B.* Wife of the within named *J. B.* for term of her life, and after her decease, to the use and behoof of *A. B.* and *J. B.* their Heirs and Assigns for ever, as in the said deed of Feoffment and Indenture, being of the date of these presents, more plainly and more at large doth and may appear.

If therefore the said *J. S.* shall levy a Fine, or suffer a Recovery, or joyn with her the said *J. H.* in levying of a Fine, or suffering of a Recovery of the said premises in the said recited Indenture specified, or of any part or parcel thereof; Or if the said *J. S.* shall doe, suffer or execute, or consent to the suffering or executing of any act or acts, thing or things, devise or devises whatsoever, wherewith or whereby the use or uses of the said premises in the said recited Indenture specified, or of any part or parcel thereof, shall be in any sort altered, changed or transferred to any person or persons in any other manner and form than by the said recited Indenture, the same are limited, expressed, and appointed.

Or if the said *J. S.* solely by himself, or jointly with her the said *J. H.* shall doe or execute, or consent to the doing or executing of any act or acts whatsoever, be the same by demise for years, for life, or by any other way or means howsoever, wherewith, or whereby the said premises in

the

the said recited Indenture specified, and every part and parcel thereof, shall or may not after the decease of him the said *I. S.* if she the said *I. H.* fortune to survive and over-live him the said *I.* be and remain unto her the said *I. D.* in possession, according to the purport, intent, and true meaning of the said Indenture, That then &c. Or otherwise.

A Grant of a Rent to others, to the use of the Feoffees for a Joynture before Marriage.

THIS INDENTURE, &c. Between *I. S.* of &c. of the one part, and *G. S.* and *I. B.* of &c. of the other part, *Witnesseth*, That whereas the said *I. S.* is by the grace of God within short space to marry and take to Wife one *I. D.* of &c. aforesaid, Daughter in Law of the said *I. B.* Now the said *I. S.* for the absolute and perfect Joynture of her the said *I. D.* and for and in recompence, bar, full satisfaction, and discharge of all and singular the Dower, or title of Dower, which she the said *I. D.* shall or may be intitled unto in any the Messuages, &c. of the said *I. S.* hath before marriage between them the said *I.* and *I.* had and solemnized, by the assent, consent, and agreement of her the said *I. D.* given, granted, and confirmed, and by these presencs, doth give, grant, and confirm, unto the said *G. S.* and *I. D.* their Heirs and Assigns, for and during the term of the natural life of her the said *I. D.* and to her only use and behoof, one annuity or yearly rent of &c. of &c. to be issuing or going out of &c. containing in the whole by estimation &c. of land, meadow, pasture, and wood-grounds, whether more or lesse, situate, lying and being in the Parishes of *B.* and *S.* in the said County of *K.* upon the demesns of *S. I.* and *M.* and now in the tenure and occupation of one *I. C.* his Assignee or Assignees. And the said premises bound and butt in manner and form following, that is to say, &c. as the meets and bounds thereof do divide and shew, To have, levy, perceive, take, and yearly enjoy, and the said Annuity or yearly rent of &c.

immediatly from and after the decease of the said *I. S.* unto them the said *G.* and *I.* their Heirs and Assigns, for and during the natural life of the said *I. D.* and unto the use of her the said *I. D.* and her Assigns, during the term of her natural life aforesaid, The said Annuity or yearly rent to be paid, at or upon the said premises at 4 usual Feasts or terms in the year, that is to say, &c. by even and equal portions, And the first payment thereof to begin at the first of the said Feasts which shall happen next and immediatly after the decease of the said *I. S.* and not before.

The usual
Covenants.

[Here follows the usual clause of power to enter upon the Land, and to distrain for the rent behind, As also the clause of giving seisin of the rent. And after that, the clause, or covenant, that the grantor was seized in fee of a lawfull and indefeasible Estate, of the land out of which, &c. and that he had full power, in his own right, to charge the said lands: Then followeth the Covenant, that the land shall be overt, liable and sufficient to the distresse of, &c. And that the land is of the cleer yearly value of, &c. over and above all other charges and reprises. And lastly, the covenant of peaceable and quiet enjoyment of the said rent, &c.

An Indenture to lead the use of a Feoffment, made by a woman before Marriage, to the use of her, and him that shall be her Husband; with a general Covenant, that all assurances shall be to these uses.

THIS INDENTURE, &c. Between *I. D.* of, &c. Virgin of th'one part, And *I. S.* of, &c. *G. S.* and *I. B.* of, &c. of th'other part, Witnesseth, That whereas there is a Marriage by the grace of God in short time to be had and solemnized between the said *I. D.* party to these presents, on the one part, And the said *I. S.* another of the parties to these presents on the other part, it is covenanted, granted, condescended,

ded, concluded and agreed upon, by and between the said parties to these presents, and every of them, in manner and form following: First, the said *I. D.* doth for her self, her Executors and Administrators, covenant, promise, grant and agree, to and with the said *I. S.* his Executors and Administrators, that she the said *I. D.* shall and will before the, &c. esponse, and take to Husband the said *I. S.* if he the said *I. S.* will thereunto agree, and the Laws of God and holy Church will it permit and suffer; And also the said *I. S.* doth for himself, his Executors and Administrators, covenant, promise, and grant, to and with the said *I. D.* her Executors and Administrators, that he the said *I. S.* shall and will before the said, &c. esponse and take to Wife the said *I. D.* if she the said *I. D.* will thereunto consent and agree, and the Laws of God and holy Church will it permit and suffer. And the said *I. D.* as well for and in consideration of the said Marriage so to be had and solemnized between the said *I. S.* and the said *I. D.* as aforesaid, as also for the better establishing and settling of the lands and tenements, &c. [And so use the like form in the precedent form in this Book, and mention the parcels, with the bounds and butes, &c. with the like Covenants as before, &c.] And it is by these presents fully covenanted, granted, and agreed upon, by and between the parties to these presents, and every of them, their Heirs and Assignes, and every of them, that all and singular Fines, Recoveries, Feoffments, alienations, and all other conveyances and assurances whatsoever of the said premises, with the appurtenances, and of every part and parcel thereof, now made, or at any time hereafter before the Feasts of &c. next and immediately ensuing the date of these presents to be made, shall be and inure, and are by these presents appointed, limited, and declared to be, and inure, to the uses, intents, and purposes before by these presents limited and appointed, and to none other use or uses, intents or purposes whatsoever. In witness whereof, &c.

Covenant,
that all assu-
rances shall be
to these uses.

A Grant from her Majesty of the Wardships of the bodies of Coheirs

THIS INDENTURE made between &c. of the one part
and T. R. of &c. on the other part *Witnesseth*, That &c.
with the advice of the Master and Council, is contented and
pleased to grant, and by these presents doth commit and grant
unto the said T. R. the custody, wardship, and marriage, of
F. G. E. G. & G. G. Daughters, & next Coheirs of G. G. Gent. de-
ceased, without disparagement, Together with one annuity or
yearly rent of &c. to every of the said Coheirs to be limited
and appointed, by the said Master and Council, out of certain
Messuages, &c. in the County of K. being in the hands and
possessions of &c. by the minority of F. G. E. G. & G. G. to be paid
yearly to the said T. R. or his Assigns, by the Feodary of the said
County, or by his lawfull Deputy for the time being, for and
towards the education and exhibition of the said Coheirs; And
whereas also there doth not appear at this time that every par-
cel of the inheritance of the said Coheirs, upon the death of
their said Father, is come into the hands and possessions of &c.
nor certainty in every parcel of the inheritance of the said Co-
heirs what ought to be in his hands and possession, because of
such Dowers, Feoffments and Wills as are declared in the same,
Therefore for that, &c. should not be deceived in that behalf,
but that he should have perfect knowledge and understanding
of all such Mannors, Lands, tenements and hereditaments, which
be now descended, or immediatly after the decease of any per-
son or persons, or after years finished or ended, or any other
last will performed, or by any other ways or means shall de-
scend, revert, remain or come to the Heirs in possession or re-
version, with the very best and uttermost true value of them and
every of them by the year, The said T. R. hath delivered a writ-
ting hereunto annexed, in the which are contained and speci-
fied all such Mannors, Messuages, Lands and Tenements, which
be descended, or shall hereafter come and descend, unto the
said Coheirs in possession or Reversion, with the very best and

uttermost true value of them, and every of them by the year.

And the said *T. R.* Covenanteth and granteth, for him, his Executors and Assigns, by these presents, that one Auditor or Auditors, or any other person or persons appointed or authorized by the said Master and Council for the time being, at the costs and charges of the said *T. R.* or his Assigns, shall search, view, and value the truth of the same, upon which search, view, and value, if it can be proved that the said Manors, &c. or any of them, which shall or ought to descend, revert, remain and come to the said Coheirs in possession or reversion, as is aforesaid, be omitted and left out in the same writing indented, or else be found of more large, and better yearly value, than in the same yearly value is limited, Then the said *T. R.* his Executors, Administrators and Assigns, shall content and pay unto &c. or to his Heirs or Successors, as much money as the overplus of the yearly value of the said Manors, lands, and other the premises so undervalued, shall amount unto above the yearly value limited in the same writing indented, if such shall be found upon the said search, view, and value, after the rate of two years value. And also as much money as the said *T. R.* or any other to his use shall perceive and take of the said Manors, Lands, and Hereditaments, being of the inheritance of the said Coheirs, left out and omitted in the same writing indented, if any such shall be found upon the said search, view, and value of the Manors, &c. shall happen to descend, revert, remain, or come to them, before they come to, and be of their several ages of &c. and the said *T. R.* covenanteth and granteth for him and his Assigns, by these presents, that the said *T. R.* and his Assigns, shall not only bring up and entertain the said Coheirs, But also as much as in him and them lyeth, shall save and defend all the Manors &c. of the said Coheirs, from all unlawfull intrusions, incroachments, wastes, decayes, spoils, disorders, or expelling of Tenants, and imbecilling, withdrawing, concealing, or misusing of evidences and writings concerning the inheritance of the said Coheirs, and if at any time hereafter during the said grant, any unlawfull intrusion, encroachment, wast, decay, spoil, disorder, or expelling of Tenements to be done or made up-

on any part or parcel of the said inheritance, or if any evidences, minuments, or writings concerning the said inheritance be imbezelled, withdrawn, or misused, to the knowledge of the said T. R. or his Assigns, that then the said T. R. his Executors or Assigns, forthwith after the knowledge thereof had, shall certifye the same to the said Master, and Council for time being, and receive and prosecute forth their order for the redemption thereof, to and for the advancement of, &c. his interest and right, and for the preservation, safeguard, and tuition of the inheritance of the said Co-heirs; And further, if at any time hereafter, during the minority of the said Co-heirs, or before their livery or *ouster & mains* be prosecuted and had out of the hands and possession of the said, &c. or of his Heirs and Successors, it shall fortune any Manors, &c. whatsoever, to be sold and grow to the said Co-heirs, in possession, or reversion, or by any other ways or means which be not known to the said Master and Council to be descended at the making hereof, That then the said T. R. his Executors or Assigns, within one half year next after any such descent fallen or happen, shall certifye the same to the said Master and Council for the time being, as they may have sure information thereof, as well for the preservation of the right and title thereof to the use of the said Co-heirs, and for the good order and custody of the same during their minorities, and for the true and just answering of all such rents and profits as shall be found due and payable in the said Court upon any such descent. And if any Church belonging to the Patronage of the said Co-heirs happen to be void before they come and be of their full ages of, &c. That then the said T. R. or his Assigns, shall within one month next after knowledge to him had of any such descent or vacation, give knowledge thereof to the said Master and Council, as the said, &c. pleasure may be known for the order and disposition of the same. Provided always, and the said T. R. covenanteth and granteth, for him and his assignes, by these presents, that neither he the said T. R. nor his Assigns, shall give, grant, bargain, and sell this grant, or the custody of the said Co-heirs, to whom the inheritance may descend or revert, nor to any person or persons without knowledge or agreement of the said Master and Council

cel for the time being, nor shall dispose in Marriage, or by any persuasion induce the said Heirs to marry where any case of disparagement is, or other detriment, annoyance, or disorder may arise and appear, contrary to the order of the Law; Neither also shall sequester, demise, limit or grant, the said yearly allowance before set forth for the education and exhibition of the said Co-heirs, to any other use, intent, or purpose, than towards the said education, during the said grant. And moreover also, the said T. R. Covenanteth and granteth, for him and his Assigns by these presents, that he the said T. R. or his sufficient Deputy or Attorney, shall within two moneths next after the delivery of the Bill of the grant of the Wardship, signed by, &c. and delivered to the Clerk of the said Court of Wards, prosecute forth Letters Patents under the Great Seal of England, and after the sealing thereof bring the same Patent within the said time to the Auditor General of the said Court, to be enrolled, and upon the enrollment thereof demand and take the same Patent within the same time from the said Auditor, after the said enrollment. *In witness whereof, &c.*

An Indenture of exchange of Lands.

THIS INDENTURE, &c. Between R. D. of, &c. on the one part, and R. H. of, &c. on the other part. *Witnesseth*, that it is Covenanted, condescended, and agreed between the said R. D. and R. H. and the said R. D. and R. H. for them and their Heirs, do covenant, condescend, and agree the one with the other, their several Heirs and Assigns, by these presents in form following, that is to say, that he the said R. H. hath given, granted, and by these presents confirmed to the aforesaid R. D. his Heirs & As. for ever, in free and liberal exchange, all that, &c. called or known by the name of G. with the appurtenances, containing, &c. lying, &c. To have, &c. the aforesaid, &c. with the appurtenances, in exchange as is aforesaid, to the aforesaid R. D. his Heirs and Assigns for ever. In consideration of which grant, gift, and exchange, the aforesaid R. D. hath likewise given,

Mutual Cove-
nants by the
Exchangers
that the land
if free from all
charges, or in-
cumbances,

ven, granted, and by these presents confirmed to the aforesaid *R. H.* his Heirs and Assigns for ever, in free and liberal exchange all that &c. with the appurtenances, called &c. containing in the whole &c. lying &c. To have &c. the aforesaid &c. with their appurtenances, in free and liberal exchange for the same parcel and pasture called *G.* to the aforesaid *R. H.* his Heirs and Assigns for ever; And the said *R. D.* for himself, his Heirs, Executors, and Assigns, doth covenant and grant by these presents, to and with the said *R. H.* his Heirs, Executors and Assigns, that he the said *R. H.* his Heirs and Assigns, shall and may for ever hereafter, have, hold and quietly enjoy the aforesaid Land or Meadow, called *E.* with the appurtenances, and every part thereof, without any charges and incumbrances formerly had, made, or suffered, by the said *R. D.* and by *I. D.* Brother of the said *R.* or any of them, or by any other person or persons any estate or title having, or claiming therein, by, from, or under them, or any of them, and the aforesaid *R. H.* for himself, his Heirs, Executors, Administrators, and Assigns, doth likewise Covenant and grant by these presents to and with the said *R. D.* his Heirs and Assigns, that he the said *R. D.* his Heirs and Assigns, shall and may for ever hereafter, have, hold, and quietly enjoy the aforesaid parcel of Land called *G.* with the appurtenances, and every part thereof, without any former charges and incumbrances, formerly had, made or suffered, by the said *R. H.* or by any other person, or persons any estate, title or interest having or claiming therein, by, from, or under him the said *R. H.* In witness whereof &c.

A Lease to try a Title, with direction to execute the same.

THIS INDENTURE &c. Between *W. B.* of &c. of the one part, and *I. B.* of &c. of the other part, Witnesseth, that the said *W. B.* for divers &c. hath demised, granted, &c. unto the said *I. B.* his Executors, and Assigns, two Messuages, together with all and singular edifices, buildings, barns, stables,

or

orchards, gardens, and other the appurtenances, and also all and singular lands, tenements, meadows, pastures, and other hereditaments whatsoever, together with the said Messuages, or either of them, at any time heretofore, or at this present, had, occupied, used or enjoyed, to them or either of them belonging, or in any wise appertaining, containing in the whole by estimation, &c. whether more or lesse, situate, lying, &c. And all & singular the part and purpartie of him the said W. of and in the said premises with the appurtenances, And also all and singular Messuages, lands, tenements, and hereditaments of him the said W. situate, &c. To have &c. with all and every their appurtenances, unto the said T. B. his Executors, Administrators, and Assigns, from the Feast &c. last past before the date of these presents, unto the full end and term of &c. from thence next ensuing, and fully to be compleated and ended, yeelding and paying therefore yearly during the said term unto the said W. his Heirs and Assigns, one pepper corn, if the same be lawfully demanded. *In Witness whereof &c.*

The Lessor must enter upon the land, and seal and deliver the Indenture as his Deed, and then endorse.

Sealed and delivered, &c.

And if it be sealed at another day than it beareth date, then endorse the sealing, and delivery accordingly, with the day and year that it was made.

Indorse on the back side of the Lease.

Mem. that the within named W. B. did the day and year within written, enter into one Orchard, appertaining unto the house in the occupation of W. B. in the name of all the lands and tenements contained in this Indenture, And immediately after such his entry, did then and there seal and deliver the said Indenture as his Deed unto the within named T. B. In the presence of us.

And if there be several occupiers, indorse several entries as aforesaid accordingly, or in this sort.

Item, at the same time he did the like in one parcel of Land in the occupation of B. B. &c.

An Arbitrement:

TO all Persons to whom this present Indented writing of Award shall come, *M. H. Esq.* and *E. H. Gent.* send greeting. Whereas *W. B.* and *T. B.* Executors of the last will and Testament of *R. B.* deceased, *P. P.* and *R. W.* of &c. have by their mutual consent and agreement submitted themselves to stand unto, and perform the award, arbitrement, and judgement of us the said *M. H.* and *E. H.* being Arbitrators indifferently named and chosen, as well on the part and behalf of the said *W. B. T. B.* and *P. P.* as on the part and behalf of the said *R. W.* to arbitrate, award, and judge, of and upon all and all manner of Actions, suits, reckonings, accompts, and demands whatsoever, which at any time before the, &c. last past, before the date of these presents, have been, as well on the part of the said *R. W.* against the said *W. B. T. B.* and *P. P.* or any of them, as of the part of the said *W. T.* and *P.* or any of them, against the said *R. W.* had stirred, moved, or depending, for any cause or matter whatsoever, from the beginning of the world unto the said, &c. last past before the date hereof, So that the said Arbitrement, award, and judgement of us the said *M. H.* and *E. H.* of, and upon the said premises, were made, and given up in writing before the &c. and for the performance of the said Award, arbitrement and judgement of us the said Arbitrators, they the said *W. B. T. B. & P. P.* by their joynt and severall Obligations, and *I. W.* Father of the said *R. W.* for and on the behalf of the said *R.* by his Obligation of &c. bearing date, &c. last past before the date hereof, have bound themselves each to other for the performance of the said Award, arbitrement, and judgement of us the said Arbitrators; Now know ye, That we the said *M. H.* and *E. H.* for the appeasing of all actions, suits, reckonings, accompts, debts, trespasses, executions and demands whatsoever, between the said *W. B.* and *T. B.* Executors to their Father, and the said *R. W.* or otherwise, as between the said *P. P.* and *R. W.* and for a final ending between the said parties of all causes to us submitted, do make our award, order, arbitrement, judgement and determination in manner and form following; And first, we the said Arbitrators

crayon do award, order, and determine, that the said R. shall
for his part, as or before, &c. (expressing the cause, &c.) in wit-
ness whereof, we the said J. M. E. H. to this our present award
our hands and seals have put. Dated, &c.

A Recognizance.

Memoran. That T. R. of G. in the County of K. Esq. (such
a day and year) came before our Lord the King in his
Chancery at *Westminster* in the County of *Middlesex* personally con-
stituted; and then and there acknowledged, that he owes to E.
G. of B. in the said County of K. Gent. and S. H. of C. in the a-
foresaid County of K. aforesaid Gent. &c. of, &c. to be paid to
the said E. G. and S. H. or to their certain Attorney, Exec. or
Assigns, on the Feast, &c. next coming after the date of these
present; And if he fail in the payment of the aforesaid sum of
money at the Feast aforesaid, That then the said T. R. for him-
self, his Heirs, Exec. and Assigns, will, and granteth that the said
sum of money shall be levied of his lands and tenements, goods
and chattels, to the use of the said E. G. and S. H. their Exors.
and Assigns. Witnesse our said Lord the King at *Westminster*
aforesaid, the day and year aforesaid.

An Indenture of partition of Lands in Joynttenancy, as also in Coparcenary in Gavelkind.

THIS INDENTVRE, &c. Between G. M. of, &c. of the one
part, and H. M. of, &c. of the other part, *Witness saith*, That
whereas one T. M. late of R. aforesaid deceased, brother of
them the said G. and H. by his last will and testament in writ-
ting, bearing date, &c. did amongst other things concerning
the disposing of his lands and ten. devise and bequeath unto B.
M. Son of him the said T. M. all those his lands & tenements in
R. aforesaid, which were sometimes T. K. the Grandfather of
him

him the said *T.* to have and to hold all the said Lands and Tenements, with all and singular the appurtenances, to the said *E. M.* and to his Heirs for ever, when he should come to the age of &c. and the said *T. M.* did by the same his last will & Testament further will, that if his said Son did fortune to die before he came to his said age of &c. that then his said will and mind was, that all those his said lands and tenements should remain unto them the above named *G. M.* and *H. M.* his Brothers, parties to these presents, to be had and held unto them the said *G. H.* their Heirs for ever, as in the said last will and testament of him the said *T. M.* more plainly and at large it doth and may appear.

And whereas the said *E. M.* Son of the said *T.* is since the said time, and before his said age of &c. departed this life without Heirs of his Body, By reason whereof they the said *G.* and *H.* have according to the said last will and testament of him the said *T. M.* entered into the said premises unto them devised as aforesaid, and by virtue of the last will and testament now are and stand joyntly as Joyntenants seized thereof in their demesne, as of Fee, And whereas also they the said *G.* and *H.* are seised in fee as Coparceners in Gavelkind of other Messuages, lands, and tenements, Now therefore unto the end and intent that a perfect partition may be had and made between them, the said *G. M.* and *H. M.* of all and singular the said messuages, lands, tenements and hereditaments, to them devised or descended as aforesaid, and that every of them, their and every of their Heirs & Assigns may from henceforth severally have and enjoy in severalty, without any impeachment or disturbance of the other of them, his or their Heirs or Assigns, his & their part and portion of the said Messuages to them bequeathed or descended as aforesaid, they the said *G. M.* and *H. M.* by their own mutual consent and agreement, and by the mediation of certain friends indifferently elected and chosen between them, have made partition and division, and do by these presents for them, their Heirs and Assigns, make partition and divide the said Messuages &c. to them bequeathed or descended as aforesaid, in manner & form as hereafter is mentioned (that is to say) first he the said *G. M.* shall have for his part and portion of the said messuages &c. to them the said *G. & H.* bequeathed or

descended as aforesaid, one messuage, &c. and other th'appurtenances, together with one, &c. cont. in the whole by estimation, &c. whether more or less, sit. &c. To have and to hold the said Messuage, and other the said premises, with their appurtenances, unto him the said G. M. his heirs and assigns for ever, in severalty, and divided from the part and portion of the said H. M. his heirs and assigns. And the said H. M. shall have for his part and portion of the said Messuages, &c. to them the said G. & H. bequeathed, or descended as aforesaid, these several Messuages, &c. following; that is to say, &c. (*mentioning the particulars.*) To have, &c. the said Messuages, &c. unto him the said H. M. his heirs and assigns, in severalty, and divided from the part and portion of the said G. M. as aforesaid. And the said parties to these presents, and either of them, do for them and either of them, their heirs, executors and assigns, Covenant and grant, to and with either of them, their heirs, executors and assigns; that they, and either of them, their heirs and assigns, shall and may quietly and peaceably have, hold, & enjoy his & their part and portion of the said premises, by these presents unto either of them limited and appointed for his or their part and portion as aforesaid, in severalty, according unto the partition and divisio aforesaid, without any disturbance or impeachment of the other of them, their heirs or assigns. *In witness, &c.*

Mutual Covenants of quiet & peaceable enjoyment, without disturbance, &c.

A brief Deed of grant, and assignment of certain goods, chattels, and debts; with a Letter of Attorney therein contained.

TO all Persons to whom this present Deed poll shall come, R: W: of C. sendeth greeting: Whereas I. W. of C. aforesaid, standeth bound together with me the said R. W. for divers Debts and sums of money by me the said R. due and owing. Know ye, that I the said R. for the saving harmlesse of him the said I. W. from the said bonds and debts, to far forth as these debts and chattels hereafter specified will extend & amount unto, have given, granted, bargained and sold, and do by these presents for me, mine executors and administrators, give, grant, bargain and sell, unto the said I. W. his executors, administrators and assigns, all such

goods

goods and chattels, both real and personal, as are mentioned, expressed, and contained in a certain schedule hereunto annexed, at such rates and prices as they are therein rated and prized at: To have and to hold, to him the said *J. W.* his executors and assigns for ever. And further know ye, that I the said *R. W.* for the consideration aforesaid, do make, constitute, ordain, and in my place and room put the said *J. W.* to be my irrevocable, true, and lawfull Attorney, giving and granting unto the said *J. W.* full power, and lawfull authority, irrevocable, for me, and in my name, and to the use of him the said *J. W.* his execut. and assigns, to ask, take, have, receive and levy, all and singular debts, duties, and demands due, or owing unto me the said *R. W.* mentioned and contained in the said Schedule hereunto annexed; And that he the said *J. W.* his executors, administrators and assigns, or any of them, shall or may, from time to time, and at all times hereafter, in the name of me the said *R. W.* my executors or administrators, commence any action or actions, sute or sutes, plaint or plaints, against any person or persons for any the said debts, duties, and other the premises, and also Attorney & Attorneys for me, and in my name to make, constitute, revoke, alter, remove and change, and the same sutes, actions and plaints, or any of them, shall or may in the name of me the said *R. W.* my executors, administrators or assigns, at the costs and charges in the Law of him the said *J. W.* his executors, administrators or assigns, prosecute and follow, until judgement and execution shall be thereupon had and made, and all and singular such sum and sums of money as shall be so in the name of me the said *R.* received, recovered, had or levied, he the said *J.* his execut. admin. and assigns, shall and may have, hold, keep, and retain in his and their hands to his and their proper use and behoof, without any accompt or other thing therefore unto me the said *R. W.* my executors or administrators: Giving and granting unto my said Attorney, full power and authority to do and execute all and every act and acts, thing and things, touching or concerning the said premises, in as large and ample manner, in all respects, as I the said *R.* can or might make, doe or execute, if I were personally present at the doing thereof. *In witness whereof, &c.*

An Assignment of a Bond by Deed Poll, together with a Letter of Attorney irrevocable, and usual covenants for the same.

TO all persons to whom this present Deed Poll shall come, *R. H.* of &c. sendeth greeting. Whereas *A. M.* of &c. *P. M.* of &c. and *R. C.* of &c. aforesaid, did by their Obligation bearing date, &c. become joyntly and severally bound unto the said *R. H.* in the sum of &c. and the condition of the Obligation was, that if the said *A. M.* his heirs, executors, administrators or Assigns, or any of them, did well and truly satisfie, content and pay, or cause to be satisfied, content and paid to the said *R. H.* &c. (reciting the whole condition) as in and by the said obligation and condition thereof more at large appeareth. And whereas the said sum of &c. in the condition of the said Obligation specified, is not paid unto the said *R. H.* according to the effect of the said condition. Now know ye that the said *R. H.* for and in consideration of the sum of &c. unto him the said *R.* by *P. M.* of &c. in hand paid, and for divers other good causes and considerations him thereunto especially moving, hath granted, assigned, and set over, and by these presents doth grant, assign, and set over unto the said *P. M.* his executors and assigns, the said Obligation, and all sums of money therein contained, together with all such benefit and commodity as the said *R. H.* his executors or Administrators can or may take or receive thereby. And further the said *R. H.* doth by these presents, constitute, and in this place appoint the said *P. M.* to be his lawfull Attorney Irrevocable, for him, and in his name, to ask, levy, receive, recover, take, and have of the said *A. M.* *P. M.* and *R. C.* or either of them, or of the heirs, executors, administrators, or assigns of them or either of them, all and singular the said sum or sums of money in the said obligation or condition thereof specified and contained, and the same to receive, keep, and detain to the proper use and behoof of the said *P. M.* his executors, and administrators, without any account or other thing therefore yielding, rendering or paying, unto the said *R. H.* his executors, administrators and assigns, and in default of payment of the said sum or sums of money, to arrest, sue, or implead at the costs and charges in the law of the said *P. M.* his executors or assigns, the said *A. M.* *P. M.* *P. M.* and *R. C.* or either of them, upon the said Obligation, in any

The Letter of Attorney,

sute or plaint, in any Court or Courts within the Commonwealth of England, for and in the name of the said *R. H.* his executors or administrators, and judgement, and execution thereupon to take and have, and Attorney or Attorneys for, in or concerning the said premises, or any part thereof, for or in the name of the said *R. H.* his executors or administrators, to make, constitute, ordain, or appoint, and them also at his and their will and pleasure to alter, revoke, change, and remove; And further to make, do, execute, and commit, or cause to be made, done, executed, and committed, in the name of the said *R. H.* his executors or administrators, all and every matter and thing, act and acts whatsoever, meet, necessary, expedient, or convenient for the recovery, levying, having, or execution making, taking, or having of all or any of the sum or sums of money, mentioned, or contained in the said Obligation, and judgement thereupon to be given, or either of them; And all and singular such sum and sums of money, or other thing as he the said *P. M.* his executors, administrators or assigns, shall by reason of the said Obligation, and judgement, or execution thereupon to be had, made, or taken, have, take, levy, or receive, in the name of the said *R. H.* his executors or administrators; And the said *R. H.* doth for him, his executors, administrators and assigns, Covenant and grant, to and with the said *P. M.* his executors and administrators, that it shall and may be lawfull, to and for the said *P. M.* his executors, administrators, and assigns, to have, take, retain, keep and enjoy, all, or any of the said sum or sums of money, mentioned or contained in the said obligation, and judgement thereupon to be given, or either of them, to his and their own use, without any account or other thing, therefore to be yeilded, rendred or given, ratifying and allowing, confirming and avowing, all and every matter and thing, act and acts, whatsoever, which the said *P. M.* his executors, administrators or assigns, or any of them shall at his and their costs and charges, do, execute, or commit, or cause to be done, executed, or committed, in the name of the said *R. H.* his executors, or administrators, in about; touching, or concerning the premises, or any part thereof. And the said *R. H.* doth for him, his heirs, executors, administrators and assigns, and every of them, covenant, and grant, to and with him the said *P. M.* his executors, administrators and assigns, in manner and form following, that is to say, that neither the said *R. H.* nor any other pers. or pers. by his or their consent, privity or

Covenant, that the Assignee shall have the money to his own use, without account render &c.

Allowance of all Acts done by the Assignee, &c. in the name of the Assignor, at his costs and charges.

Covenant that there is no act done, nor shall be done, whereby to frustrate this grant or assignment.

procurement, already hath not made, done, executed, or committed, nor that he, his heirs, executors, administrators, or assigns, or any of them, nor any other person or persons by his or their procurement, shall, or will at any time or times hereafter make, do, execute or commit, or cause to be made, done, executed, or committed any act or acts, thing or things whatsoever, whereby the said Obligation, or all, or any of the sum or sums of money therein contained, or any action or actions, sute or sutes, plaint or plaints commenced or to be commenced thereupon, or any judgement or judgements thereupon hereafter to be given, now be, or at any time hereafter, shall be released, discharged, discontinued, nonsued, disallowed, or otherwise hindered, or made void, or frustrate, or whereby the said *P. M.* his executors, administrators or assigns, in the name of the said *R. H.* his executors, or administrators, shall not or may not recover & have the said sum or sums of money, in the said Obligation mentioned, and execution or executions of the said judgement (all and every such act and acts, thing and things whatsoever as is wrought by these presents only excepted and foreprized.) And that he the said *R. H.* his executors &c. nor either, nor any of them, shall or will at any time or times after the date of these presents, revoke, countermand, disanul, or make void, or by any other way or means whatsoever make, frustrate or adnihilate the said Letter of Attorney, nor any liberty, licence, power, authority, or thing in these presents contained, but shall and will from time to time, and at all times hereafter, justifie and allow, uphold, maintain and avow the same, and every matter and thing therein contained, or thereby covenanted or granted, and all and every such sute and sutes, execution and execution, act and acts, thing and things, as the said *P. M.* his executors, administrators, or assigns, shall and will at his and their proper costs and charges, take, commence, prosecute and follow, in the name of the said *R. H.* his exec. or adm. upon or by reason of the said Obligation. *In Witnesse* whereof &c.

Covenant, not to revoke, nor by any other way or means to frustrate this letter of attorney, nor any thing therein contained.

A Deed of Feoffment of Gavelkind lands, by an Infant, according to the Custom.

TO all Christian People to whom this present Writing shall come, *L. B.* of *S.* in the County of *K.* Yeoman, greeting, &c. Whereas *T. B. Gent.* late of *S.* aforesaid deceased, Father of me the

Recital of a
partition by
Deed inden-
ted before the
Feoffment.

Recital of the
Custom of
Gavelkind,
whereby the
Infant above
the age of 15.
may make a
Feoffment.

aforsaid *L.* died seized in his demesne as of Fee, of divers messuages, lands, tenements and hereditaments, with the appurtenances in & aforsaid, & elsewhere in the aforsaid County of *K.* which were in the tenure and nature of Gavelkind, and which after the death of the aforsaid *T. B.* to one *T. B. I. B.* and me the aforsaid *L. B.* Sons and Heirs in Gavelkind of the aforsaid *L.* our Father, by inheritance, according to the custom of Gavelkind aforsaid, descended, and ought to descend: Of which said Messuage, &c. and other hereditaments, with their appurtenances, to us the aforsaid *T. B.* and me the aforsaid *L. B.* Sons of *I. B.* aforsaid descended, a division and partition between us was made; by which division and partition of the Messuages, &c. in this my Writing indented, hereafter mentioned and specified to me the aforsaid *L.* were allowed & assigned unto me for my part and purpart, as by certain Indentures tripartite between the aforsaid *T. B.* the Son on the one part, and the aforsaid *I. A.* on the second part, and me the aforsaid *L. B.* on the third part, bearing date before the date of these presents more fully is manifested and appeareth. And whereas also, according to the custom of Gavelkind, from the time whereof the memory of man is not to the contrary, hath been used and approved, that it should be lawfull for an Heir in Gavelkind, when he shall attain to the age of 15 years, to give & sell the same lands and tenements at their wills; Know ye now that I the aforsaid *L. B.* being of the age of 19 years and upwards, according to the custom, for, and in consideration of the sum of, &c. of lawfull, &c. to me the aforsaid *L.* by *I. H.* of, &c. well and truly in hand paid, have given, granted, and sold unto the aforsaid *I. H.* his heirs and Assigns, one messuage or tenement, with all the edifices, &c. sit &c. and now or late in the tenure or occupation of, &c. And also all that my part and purpart of all and singular messuages, &c. whatsoever, with their appurtenances, which to me the aforsaid *L. B.* as Son and Coheir in Gavelkind to the aforsaid *T. B.* my Father, descended, or ought to descend, shoud be being in &c. aforsaid, or elsewhere in the aforsaid County of *Kent.* To have and to hold the aforsaid Messuage or Tenement, together with all and singular the premises, with all and singular their appurtenances, to the aforsaid *I. H.* his heirs & assigns, to the only proper use and behoof of him the said *I.* his heirs and assigns for ever; To be holden of the chief Lord of the Fee thereof, by the services for the same formerly due, and of right accustomed. In witness, &c.

An Assignment of an Executorship, with Covenants from the Assignee, to save harmless, &c. the Assignor, also a Grant of an Annuity.

THIS Indenture, &c. Between *E. G.* of &c. and *S. H.* of &c. Executors of the last Will and Testament of *J. G.* Gent. deceased, of th' one part, and *T. R.* of &c. on the other part, *Witnesseth*, that whereas there have been divers suits and controversies between the said *E. G.* and *S. H.* and the said *T. R.* as well about the Wardship of *F. E.* and *G. G.* Daughters and Coheirs of the said *J. G.* as also about the last Will and Testament of the said *J. G.* and about certain Legacies therein contained, and by the same given and bequeathed unto Dame *G. P.* now the wife of *J. R.* Knight, and late the Wife of the said *J. G.* And whereas also there is in the said last Will and Testament, a certain clause and appointment for the giving of an account by them the said *E.* and *S.* unto the said three Daughters of the said *J. G.* severally at their several ages of 16 years, and unto the abovenamed *T. R.* or unto one of them, of the receipts of the rents, issues, and profits of the lands and tenements of the said *J.* as in and by the said Will & Testament, more plainly and at large is doct and may appear. Now, for a final ending and appeasing of all and singular the said suits and controversies, and for establishing of a perfect agreement between the said parties, and to the end and intent that the said last Will and Testament of the said *J. G.* and his meaning therein declared may thereby the better be performed and fulfilled, And also that the said account appointed by the last Will and Testament of the said *J.* to be by the said *E.* and *S.* as aforesaid made, may be during the life of all the said parties given up and discharged; and by means thereof, and for, and in respect that the debts and legacies of the said *J.* are at this present almost satisfied, and that it may and will the better appear what sums of money the said Daughters of the said *J.* will be to receive at their several ages according unto the last Will and Testament of their said Father; It is in & upon the consideration aforesaid, and divers others, covenanted, granted, and concluded upon, between the said parties, and every of them, their heirs, execut. administrators and assigns, in manner and form following; And first the said *E. G.* and *S. H.* for and upon the consideration aforesaid, and divers others then thereunto especially moving,

This grant was made for the concluding of certain controversies which were betwixt the parties, as appeareth by the recital.

An Assign-
ment of an
Annuity or
Annual Rent.

A grant of an annuity or annual rent until such a one shall come to the age of &c. and if she die before her said age, then until by computation, she might have come to her said age, if she had lived so long.

moving, have given, granted, assigned, and set over, and doe by these presents, for them, their executors, administrators and assigns, give, grant, assign, and set over unto the said *T. R.* all that Messuage, &c. and also the reversion and reversions, remainder and remainders, after the decease of *A. G.* Widdow, late the wife of *H. G.* deceased, and Dame *G. P.* now the wife of *I. P.* Knight, and late the Wife of the said *I. G.* or after the decease of either of them, and the estate and interest of them the said *E.* and *S.* of and in all and singular such Messuages &c. called the &c. as they the said *A. G.* and Dame *G. P.* or either of them, by devile conveyance or assurance from *H. G.* & *I. G.* or either of them, have an estate in for term of their lives, or the life of either of them, the reversion, or remainder thereof being by the last Will and Testament of the said *I. G.* devised and bequeathed unto them the said *E.* and *S.* And furthermore the said *E. G.* and *S. H.* do by these presents give, grant, assign, and set over unto the said *T. R.* one Annuity, or annual rent of &c. issuing and going out of certain lands and tenements, sometimes *R. V.* situate &c. and all and singular arrerages of the said annuity or annual Rent, And also the levying, taking, and receiving of all and singular the rents, issues, and profits of &c. situate, &c. To have, &c. all and singular the said messuages, &c. issues, revenues, and profits, and all and singular other the said premises, with all and every their appurtenances, unto him the said *T. R.* his executors, administrators, and assigns, for and during the whole time that the said premises are by the said last Will & Testament of the said *I. G.* devised & bequeathed unto them the said *E.* and *S.* their executors and assigns, and so long as, and in as ample manner and form to all intents and purposes, as they the said *E.* and *S.* or either of them, their executors or assigns, are by the last will and testament of the said *I. G.* to hold and enjoy the same. And furthermore, they the said *E. G.* and *S. H.* for and upon the consideration aforesaid, have given, granted, and confirmed, and do by these presents, give, grant, and confirm unto the said *I. R.* one annuity or annual rent of &c. of &c. to be issuing and going out of the Rectory and Parsonage of *M.* and out of all and singular Messuages, glebelands, tithes, pensions, portions, and all other Hereditaments, whatsoever, with all and every their appurtenances, unto the said Rectory and parsonage, belonging, appertaining, or with the same at this present, or at any time heretofore, had, used, occupied or enjoyed.

joyed, situate &c. To have, levy, perceive, receive, take, and yearly enjoy the said annuity or annual rent, of &c. unto the said T. R. his exec. adm. & assign. for, during, & until E. G. one of the Daughters of the said I. G. shall or may accomplish the age of &c. if she so long live, & if she the said E. die before her said age of &c. for, during, until, & so long, as she the said E. if she had so long lived, might by computation of time have accomplished her said age of &c. at 2 usual Feasts and terms in the year, that is to say &c. and the first payment thereof to begin at or on the Feast &c. (A clause if the annu. be behind, to distrain) A. prov. not to charge the persons of the Assign. and that the Assignors put the Assignee in possession, by delivery of &c.) A. clause that the Assignee peaceably enjoy the same, without any disturbance or incumbrance whatsoever, and also that they the said E. G. and S. H. their Executors, Administrators and Assigns, or one of them, shall and will well and truly content, satisfy and pay, or cause &c. unto K. G. one of the Daughters of the said H. G. all and all manner of such legacies, gifts and bequeaths, as are given, and bequeathed unto her the said K. as well by the last will and testament of the said H. G. as also by the last will and testament of the said I. according unto the intent, purport, and true meaning of the said several last wills and testaments of them the said H. and I. and in such manner and form as the said legacies and bequeaths of them the said H. and I. are limited and appointed to be paid, and not otherwise, and thereof and every part and parcel thereof shall acquit, discharge, or otherwise well and sufficiently save and keep harmless and indemnified, the said T. R. his heirs, executors, administrators, and assigns.) A. clause that the Assignors Covenant to bring before any Judges, all releases, deeds, wills, the Inventory under their hands and seals to deliver unto him the said T. R. and also all the evidences touching any the Messuages &c. which the Assignors have in their hands, without sute in law, and the said Releases &c. shall be redelivered unto the Assignors, &c. Now the said T. R. for and upon the consideration aforesaid, and to the intent and purpose that the said E. and S. their and every of their executors and administrators, may be secured and saved harmless of all matters, things, sutes, actions, incumbrances and debts, wherewith and whereby they or any of them may be charged and incumbrd, as being Executors of the last will and testament of the said I. G. and for divers other causes and considerations, him thereunto specially moving, doth by these presents for

The usual Covenants.

Covenant by the Assignors, to pay certain legacies, given to a certain person, & thereof to acquit and discharge; or save harmless the Assignee.

Covenant by the Assignors to produce the evidences, and deliver them to the Assignee.

Covenant, by the Assignee to save harmless the Assignors from all acccompts and charges, wherewith the assignors are chargeable, by reason of the last will, &c. And from debts & legacies, Covenant, that the Assignee shall give up a true acccompt in writing, & shall satisfie the arrearages.

Covenant, that the assignors shall enjoy all such messuages, &c. during the time that the daughters shall remain in ward, without disturbance, &c.

Covenant, to save harmless the Assignors, their goods & estates, frō all actions & incumbrances, by reason of any acccompt to be made, for the rents and profits of the messuages, &c. devised to one, & the heirs males of his body.

him, his heirs, execut. administrators and assigns, covenant, &c. in manner and form following; that is to say, &c.) A clause that the Assignee shall at such times as the Assignors give up their acccompts, well and sufficiently save harmlesse the Assignors from all charges, &c. wherewith and whereby they shall be chargeable for or by reason of the last will of the said *J. G.* unto any person or persons whatsoever, or by reason of any acccompt by the Assignors as executors to be made or given up; And that the Assignee shall save harmlesse the Assignors from all legacies, debts, &c. whereby the Assignors may be at any time arrested, &c.) A clause that the Assignee shall not only make in writing a true acccompt of his receipts and disbursements, unto the Daughters and Children at their several ages, but also shall pay unto the Daughters & Children the arrearages which shall be upon his acccompt found to be behind, remaining in his hands, at such days and in such manner and form, to all intents, constructions & purposes, as the Assignor by the last Will and Testament of the said *J.* are limited and appointed, to do and perform the same.) A clause that the Assignors shall enjoy all such Messu. &c. during the time that the Daughters shall remain Wards, without any disturbance of the, &c. or his Successors, or of any other person or persons whatsoever, claiming by, from, or under the, &c. by commitment, grant, or otherwise howsoever, &c. by their procurements; And also that he the said *T. R.* his heirs, &c. shall and will, from time to time, and at all times hereafter well and sufficiently save, and keep harmlesse and indemnified the said *E. G.* & *S. H.* and either of them, their heirs, executors and assigns, and every of them, and their goods, chattels, lands, and tenements, of and from all manner of lutes, actions, incumbrances & demands whatsoever, wherewith, or whereby they the said *E.* and *S.* or either of them, their heirs, executors or administrators, or either of the, shall or may, at any time or times hereafter, jointly or severally be charged, damaged or incumbered, for, concerning, or by reason of any acccompt or acccompts to be made unto the Children of the said *J.* or any of them, or of any other person or persons whatsoever, of any the rents, issues, revenues, or profits at any time heretofore had, levied or received, or at any time hereafter, for and during the wardship of the Daughters of the said *J. G.* or any of them, to be had, received, levied or taken, of the said Messuages, &c. by the last Will and Testament of the said *J. G.* specified to be limited, devised, and

bequeathed unto the said E. G. and the heirs males of his body; And that he the said E. his heirs, &c. shall and may, for, and during the wardship of the said Daughters and heirs of the said I. G. or any of them, have, take, levy and perceive, all and singular the rents, issues, revenues and profits of all and singular the said premises by the last Will and Testament of the said I. G. devised & bequeathed unto the said E. G. and the heirs males of his body, unto the only and proper use of him the said E. his heirs, &c. without any accompt or other answering of the said rents, revenues and profits, by him the said E. his heirs &c. during the time aforesaid, so to be had, levied and received, unto the Children of the said I. or any of them, or unto any other person or persons whatsoever, by vertue or reason of the said last Will and Testament of the said I. G. to be thereof, or therefore made and given.] In witness, &c.

Covenant, that the devisee may take the profits of the land during the wardship of the heirs, without accompt rendering to any person whatsoever.

A Deed Poll, containing a Feoffment of certain parcels of land, which the Feoffor had, *in. alia*, assured unto him upon a Common Recovery, with special warranty.

TO all persons to whom this present Deed Poll shall come, B. B. of, &c. sendeth greeting; Whereas P. A. of, &c. and M. his Wife, by their Indenture bearing date, &c. made between them the said P. & M. on the one party, and the said B. B. on the other party, did covenant, grant, conclude, condescend, & fully agree, to and with the said B. B. that he said B. should and might before the Feast of, &c. then next ensuing the date of the said Indent. purchase and sue forth out of the Court of Chancery, one Orig. &c. (*reciting the name, with the several parcels*) as in and by the said Indent. more plainly and at large it doth and may appear; And whereas in the term of *Easter* the said B. B. did recover the said premises, amongst other things by a writ of *entry sur disseisin in l. post*, against the said P. A. and M. his wife, by the name of the moiety of one Messuage, &c. with the appurtenances in B. according to the course of common recoveries, to the intent, purpose, and true meaning of the said recited Indenture, as in and by the said record in the Court of Common pleas, of *Easter* term, *reint.* &c. more plainly and at large doth and may appear; Now know ye, that the said B. for and in consideration of, &c. unto him the said B. by T. J. of, &c. well and truly in hand paid, whereof & wherewith he acknowledgeth himself to be fully satisfied and

paid, hath granted, enfeoffed, delivered and confirmed, and by these presents, &c. doth grant, enfeoff, deliver, and confirm unto the said *T. I.* his heirs, &c. the moiety or one half of, &c. with their appurtenances, situate, &c. & also all and singular the said premises in the said recovery mentioned, by the name of the moiety of one Messuage, &c. with the appur. which said moiety of the said Messuage, and other the said premises, the said *B. B.* hath and holdeth in common together with the said *T. I.* which said *T. I.* is lawfully seized in his demean as of Fee, of and in the other moiety of the said Messuage, and other the premises; To have and to hold the said moiety of the said Messuage, &c. and all and singular other the premises whatsoever, with all and every their appurtenances, unto the said *T. I.* his heirs and assigns, to the only and proper use and behoof of the said *T. I.* his heirs and assigns, for ever. And the said *B. B.* and his heirs, the said moiety of the said messuage &c. with the appurtenances, against him, his heirs and assigns, and against the said *P. A.* and *M.* his Wife, their heirs and assigns, and against all person and persons, claiming in, by, from, or under them, or any of them, will warrant and defend for ever by these presents: (A clause that the premises are acquitted from all incumbrances.) And further that the said *P. A.* his Heirs and assigns, and *M.* now his Wife, and every other person and persons whatsoever, any estate, right, title, interest, or thing lawfully claiming, having, or lawfully claiming to have, in the said premises, or any part and parcel thereof. by, from, or under the said *B. B.* his heirs or assigns, shall and will from time to time, and at all times hereafter, during the space of &c. next ensuing the date of these presents, upon reasonable request, and at the costs and charges in the law, &c. make better and further assurance, &c. Be it by Fine, Feoffment &c. So as the said assurance or assurances contain no further warranty or Covenant of Warranty than against the said *P.* and *M.* his Wife, and so that he be not compelled further to travel than the said Cities of *London* or *Westminster*, for the doing thereof. *In witness* whereof &c.

The usual
Covenant to
make further
assurance.

An Assignment from the Committee of &c. of
the body, and lands of a Ward.

THIS Indenture &c. Between *I. T.* of &c. of the one part, and
I. A. of &c. of the other part, *Witnesseth*, That whereas &c.
by

by the advice of the Master and Councel of the Court of Wards and Liveries by his Indenture under the seal of the said Court of Wards and Liveries, bearing date, &c. was contented and pleased to grant, and by the same Indenture, did demise, grant, and to farm let unto the said *I. T.* parcel of the lands and possessions, late of *W. N.* Yeoman deceased, lying and being, &c. thereafter in the said Indenture particularly set forth and declared, with their particular Rents by the year, that is to say one messuage or tenement &c. and certain lands tenements & hereditaments thereunto belonging, with the appurtenances, lying in *A.* in the said County, then in the tenure of *G.* or of his Assigns by the year &c. (reciting the particulars &c.) All which premises amount in the whole to the yearly value of &c. and which were in the hands & possession of &c. by the Minority of *M. N.* his &c. Ward, Daughter and next heir of *W. N.* deceased; Except and always reserved out of the said grant (reciting the exception) rising and growing in and upon the said messuages, lands, and other the premises with the appurtenances, or any part thereof; To have &c. the said messuages &c. with the appurtenances (except before excepted) to the said *I. T.* his executors and assigns, from the &c. which was in the year of our Lord &c. (in which the said *W. N.* died) during the minority of the said heir, yeelding and paying therefore yearly during the said time, to the Feodary of the said County of *K.* or to his lawfull Deputy for the time being, to his &c. use, the sum of &c. At the Feasts &c. by even and equal portions, over and above &c. yearly allowed to the Auditors Clerk for ingrossing the Accompts for the premises, with divers other Covenants, grants, and agreements in the said Indenture contained, as in and by the same more plainly and at large doth and may appear. And whereas also the said &c. with the advice of the Master and Councel of the Court of Wards and Liveries, by his Indenture under the Seal of the Court of Wards and Liveries, bearing date &c. was contented and pleased to grant by the said Indenture, did commit and grant unto the said *I. T.* the custody, wardship, and marriage of the said *M. N.* his &c. said Ward, as Daughter and next heir of the said *W. N.* deceased, without disparagement, with divers Covenants, clauses, grants, and agreements in the said Indenture specified and contained, as in and by the same more plainly and at large doth and may appear; Now this Indenture Witnesseth, that he the said *I. T.* for and in consi-

Covenant, by the Assignee, to pay all rents due to the King for the premises, & to save the Assignor harmless from forfeitures of obligations made to the King for payment of money, or performance of Covenants.

Covenant, by the Assignor, that the premises during the minority of the Ward, are clear from all former bargains, &c.

Covenant of quiet enjoyment without expulsion, &c.

Covenant, that the Assignee shall receive the profits, and enjoy the wardship, &c. as the Assignor might, And that the Assignor hath not, nor will not do any act, whereby the Assignee shall be barred to receive any benefit, &c.

deration of a competent sum of money unto him the said *I. T.* by the said *I. K.* in hand paid, hath bargained, sold, given, granted, assigned and set over, and doth by these presents &c. unto the said *I. A.* his executors, administrators, and assigns, as well in and singular the estate, right, title, interest, possession, and term which the said *I. T.* hath, or of right ought to have, of, in, or to all or any the said messuages &c. and other the said premises, and of, in, or to all profits, commodities and emoluments to the same belonging, or appertaining; As also all his estate, right, title, and interest, of, in, and to, the custody, wardship, and marriage of the said *M. N.* together with all and singular the right, title, interest, benefit, profit and commodity which the said *I. T.* his executors or assigns, hath by virtue of the said recited Indenture, & of the agreement from &c. and all other escripts and writings whatsoever concerning the said premises, or any part or parcel thereof, & now in his custody or of any other person or persons by his delivery, To have and to hold unto him said *I. A.* his executors, administrators and assigns, and during the minority of the said *M. N.* and for and during all such time and term, and in so large and ample manner and form, to all intents, constructions and purposes, as by the said *I. T.* hath, may should, or of right ought to have, hold, or enjoy the same, by force and means of the said recited Indenture, writing and conveyance, or by either of them, or by any other way or means whatsoever; and he the said *I. A.* his heirs, &c. do Covenant to pay all rents by the said recited Indenture payable unto, &c. for the said recited premises, and every part and parcel thereof, and to save harmless the assignor from all forfeitures of any obligation unto, &c. for the payment of any sum of money, for the custody of the said *M.* or for the performance of any covenants, &c. mentioned in the said recited Indenture, &c. And the Assignor doth covenant, that the premises during the minority of the said Ward are clearly acquitted from all former bargains made by the said *I. T.* or by his procurement (the rents, grants, covenants & agreements expressed in the said recited Indenture always excepted and foreprized) and that the Assignee shall quietly enjoy the premises without expulsion or interruption of any person or persons whatsoever, from or under the Assignor; And that the Assignor shall permit the Assignee to receive the profits, &c. and to enjoy the custody, wardship, and marriage, profit and benefit of the said *M.* as the Assignor might or can be intitled, &c. And that

that the Assignor hath not heretofore don or committed, or shall voluntarily or wittingly do, or commit any act or acts, release or releases, that the assignee shall or may be barred to receive any benefit of all or any the said premises, &c. contrary to the true meaning of these presents, and also that he the said *I. T.* his executors, administrators, and assigns, upon any Bill of traverse, and upon all and every sute and sutes to be hereafter prosecuted against him the said *I. T.* his exec. admin. and assigns, for the impeaching and overthrowing the &c. title, in or to the said premises, shall and will permit and suffer the said *I. A.* his executors and assigns, in the name of him the said *I. T.* his executors and assigns, and at the costs and charges of him the said *I. A.* his executors and assigns, to maintain and defend the same sute, in such sort and manner as the said *I. A.* his executors or assigns, shall direct and limit, the same not being contrary or repugnant to the law, nor the Covenants, grants, nor agreements, mentioned in the said recited Indenture, & that he the said *I. T.* his executors & assigns, shall and will in convenient time, after request, and at the costs and charges in the law of the said *I. A.* his executors and assigns, doe and execute, and consent to the doing and executing of all and singular such lawfull act and acts, thing and things, in and about the same, as the said *I. A.* his executors and assigns shall direct, limit and appoint. *In witness* whereof, &c.

Covenant, that the assignee at his own charges, shall defend the premises, and his title therein, against any prosecution against the Assignor, in the name of the Assignor, in such manner as the assignee shall direct the same, being not contrary to the Law, nor to the Covenants in the said recited Indenture, and that the assignor, upon request will do &c. all lawfull acts, in and about the same, as the Assignor shall direct.

An Indenture of Grant and Covenant, whereby one may discharge some part of land, liable to a rent charge, and not discharge the residue, *Notabene*.

This Indenture, &c. Between *I. S.* of &c. on the one part, and *S. H.* of &c. on the other part, *witneseth*, That whereas *T. G.* the elder, of &c. and *P. G.* Son and heir apparent of the said *T.* by their deed indented, bearing date, &c. did give, grant and confirm, unto one *G. A.* of &c. one annuity or annual rent of &c. going forth and to be received of all their lands, tenements and hereditaments with their appurtenances, situate, lying, and being in &c. or else wheresoever within the Commonwealth of England, to be had, held, and yearly received to the said *G. A.* his heirs and assigns, at two terms in the year, that is to say &c. And the first payment to begin upon the feast of &c. next following after the date of the said Deed, and that if the said annuity or annual

Rent

Rent were behind and unpaid, in part or in the whole, after any of the said feasts, in which the same was by the said Deed limited and appointed to be paid, that then, and so often it should be lawfull, to and for the said *G. A.* his heirs and assigns, into all and singular the said lands, tenements, and hereditaments, with their appurtenances, and every part and parcel thereof to enter and distress, and the distresse there found, to take, carry away, imprison and detain, until the said annuity or annual rent, and the arrerages thereof, if any were, with the damages, costs, and charges, by that means sustained, were fully satisfied and paid, unto the said *G. A.* his heirs and assigns, as in and by the said Deed more largely it doth and may appear; And whereas also the estate, right, title, and interest of the said *G. A.* of, in, and to the said annuity or annual rent, is by lawfull and good conveyance, conveyed and assured unto the said *I. S.* and his heirs; Now the said *I. S.* doth by these presents, for him, his heirs, executors, administrators, and assigns, grant unto the said *S. H.* his heirs, executors, administrators, and assigns, that if he the said *I. S.* his heirs, executors, administrators, or assigns, or any other person or persons claiming, in, by, from, or under him the said *I. S.* his heirs or assigns, or by his or their consent, assent or procurement, shall or do at any time or times after the date of these presents, distresse, or take, cause or procure to be taken, any distresse or distresses for the said annuity or annual rent, or for any part or parcel thereof, or for any the arrerages of the same, in any the lands, tenements, and hereditaments of the said *S. H.* which he the said *S.* hath heretofore purchased of the said *T. G.* and *P. G.* or either, or any of them, that then the said annuity or annual rent shall cease and be void in the Law, to all intents, constructions, and purposes; And the said *I. S.* doth further by these presents, for him, his heirs, executors, administrators and assigns, promise and covenant, to and with the said *S. H.* his heirs, executors and assigns, that neither he the said *I. S.* his heirs, executors, or assigns, or any other person or persons claiming, in, by, from, or under him the said *I. S.* his heirs or assigns, nor by his or their commandment, assent, consent or procurement, nor the heirs, executors, or assigns of the said *G. A.* nor any other person or persons, claiming, in, by, from, or under the said *G. A.* his heirs, executors, or assigns, or by their, or any of their assents, consents, or procurements, shall nor will at any time or times after the date of these presents, distresse,

Grant, that if the Assignee of the rent shall take or cause to be taken, any distresse for the Rent, upon the Lands of *S.* who purchased parcel of the lands liable to the Rent, that then the rent should cease and be void.

Covenant that neither the assignee, nor any one claiming under him, nor the first grantee, or any one claiming under him, or any other, by his or their

or take, or cause, or procure to be taken any distresse or distresses, for the said Annuity or Annual rent, or for any part or parcel thereof, or for any the arrerages of the same, in any the lands, tenements and hereditaments of the said *S. H.* which he the said *S.* hath heretofore purchased of the said *P. G.* and *T. G.* or either or any of them. And further, that he the the said *I. S.* his exec. or assigns, neither shall nor will take any judgement for any costs or damages, or take any other advantage or benefit by *retorno habendo*, or by any other way or means whatsoever, for any nonsute or discontent hereafter to be made of any replevin, now depending at the site of *I. H.* Lessee of the said *S.* against the said *I. S.* or against any other person or persons whatsoever, for any distresse or distresses heretofore, for the said Annuity or Annual rent, or any part or parcel thereof, or any the arrerages of the same; and also, that neither he the said *I. S.* his execut. or assigns, nor any other person or persons, by his assent, consent, or procurement, shall or will from henceforth prosecute or cause to be prosecuted any Sute or Sutes heretofore commenced, or depending, for or about any distresse or distresses, heretofore for the said Annuity or Annual rent, or any part or parcel thereof, or any the arrerages of the same taken. In *Witness* whereof, &c.

consent or procurement, shall take any distresse for the said rent upon the lands of the said *S.* Covenant, nor to take any judgement for costs or damages, or other advantage by *retorno habendo*, or by nonsute or descent of any replevin, now depending, &c. And that neither the Assignee, nor any other by his assent will prosecute any sute heretofore depending, for any distress for the said rent.

A Deed Poll of revocation of uses, according to a Proviso by other Indentures; as also a limitation of new uses.

TO all persons, &c. whereas by certain Indentures, bearing date &c. made between me the said *E. G.* of th'one part, and *W. I.* Minister of *B.* aforesaid, *R. S.* of the said Parish of *B. P. M.* of, &c. and *P. H.* of, &c. on the other part, it was for the causes and considerations in the said Indenture specified, covenanted, granted, concluded and agreed, between the said parties to the said Indentures, and every of them did covenant, grant, conclude and agree, to and with the other of them, their heirs, executors and assigns, by the said Indenture, and amongst other things in manner and form as followeth; that is to say, First, I the said *E. G.* did by the same Indenture, for me, my heirs, executors, administrators and assigns, and every of them, covenant, grant, conclude, and agree, &c. (reciting the words in the Indenture specified) In which Indenture there was also one proviso or condition specified and contained in these words, or to this effect, as follows; that is to say, Provided al-

ways, &c. as in and by the said Indenture more plainly & at large it doth and may appear. And whereas also for the accomplishment and performance of the Covenants, grants and agreements, in the said recited Indenture contained, the said premises in the aforesaid recited Indenture specified, were by one Deed indented, purporting a Feoffment, bearing date with the said recited Indenture conveyed and assured by me the said E. G. unto the said W. T. R. S. P. M. and P. H. and their heirs, unto the uses, intents, and purposes in the said recited Indenture mentioned and expressed, and according unto the true intent and meaning of the said recited Indenture, as in and by the said Deed it doth and may more plainly, and at large appear; Now know ye, that for as much as the said F. G. Son of I. G. late of R. G. deceased, being the party in the aforesaid recited Indenture, meant, intended, and named, hath reformed himself, and that he the said E. G. hath one E. G. his Son, being issue male of his body lawfully begotten, at the time of the date and in-sealing & delivery of these presents, in full life, I the said E. G. according unto the power and authority to me the said E. G. by the said recited Indenture, and Proviso in the said recited Indent. specified, limited & given, and by virtue thereof, have by this my present Deed in writing, under my hand and seal, and delivered according unto the purport of the Proviso aforesaid, in the presence of two sufficient witnesses at the least, changed, altered, revoked, and do by these presents change, alter, and revoke, absolutely in the whole, the use and uses by the aforesaid recited Indenture unto the said G. H. and his heirs limited and appointed, of all & singular the said premises, with th' appurtenances, in the said recited Indent. specified, and of every part and parcel thereof. And I the said E. G. do further by these presents, in such, and in as ample manner, as by any proviso or power of alteration, determination or revocation I lawfully may, or can absolutely disannull, determine and revoke all and singular former conveyance and conveyances, assurance and assurances whatsoever, heretofore of the said premises in the said recited Indenture specified, made or executed, and all and singular the use and uses, by the said conveyances, or any of them, to any person or persons, of any estate in Fee-simple, Fee-tail, or otherwise limited or appointed, in such, and in as ample manner, as if the same assurance, use or uses, or any of them, had never been had, made or mentioned. And furthermore, know ye, that I the said E. G. for divers good causes and considerations

me thereunto especially moving, do by these presents, for me, my heirs and assigns, limit and appoint, that the said *W. I. R. S.* &c. their heirs and assigns, and all and every other Feoffee or Feoffees, of the said premises, in the said recited Indenture specified and contained, and all and every other person or persons seized of all or any my messuages, &c. with the appurtenances, or any part thereof, shall stand and be seised, and that all and singular Feoffments, and all and every other former assurance or assurances whatsoever, thereof, heretofore made, shall be and inure, and are by the presents declared to be meant and intended to be and inure unto the use and behoof of me the said *E. G.* mine heirs and assigns for ever, any matter or thing in the said assurance contained to the contrary in any wise notwithstanding. *In Witness, &c.*

Limitation of new uses.

An Indenture by Baron and Feme, to levy, and limit the use of a fine of the Femes lands.

THIS INDENTURE &c. Between *I. G.* of &c. and *I. G.* Wife of him the said *I.* one of the Daughters and Co-heirs, of *R. B.* late of &c. deceased, of the one part, and *I. D.* of &c. on the other part, *Witnesseth*, That it is covenanted, granted, concluded, condiscended and fully agreed by and between the parties to these presents, And the said *I. C.* and *I.* his wife, for them, their heirs, executors, administrators and assigns, and every of them, do by these presents covenant, grant, conclude, condiscend and fully agree, to and with the said *I. D.* his heirs, executors, administrators and assigns, in manner and form following, that is to say, that if the said *I. G.* and *I.* his wife, shall and will on this side, and before the feast of &c. next ensuing the date of these presents, before the Justices of the Court of Common Pleas at *Westminster*, knowledge the Fine, *Sur cognizance de art. comeceque il ad de leur* done unto the said *I. D.* and his heirs, with Proclamation, according unto the form of the Statute in such case had and provided, in due form of Law to be levied of all that the &c. (reciting the particulars, and with the same words as in former Presidents for the like cases are mentioned) *In Witness whereof &c.*

An acknowledgement of the receipt of certain moneys, due upon the sale of certain lands, and a release of the same, and of all security taken therefore, and a release of all Covenants in certain Indentures, with a general release.

TO all persons &c. Know ye that I the said *A.* have had and received the day of the date thereof, of *T. D.* of &c. the sum of &c. in full discharge and satisfaction of all such sum & sums of money, as the said *T. D.* was to pay unto the said *A.* for the Manor, or Capital messuage of *W.* in the said County of *N.* and the lands, tenements & hereditaments, which the said *T. D.* lately had and purchased of me the said *A.* as by the assurance thereof made more at large appeareth. And I the said *A.* do by these presents, for me, my heirs, executors, administrators and assigns, remise, release, and quit claim unto the said *T. D.* his heirs, executors, and assigns, the said debt of &c. and every part and parcel thereof, and all and singular Covenants, Recognizances, duties and deeds, and all other security, and assurances whatsoever by him the said *T. D.* unto me the said *A.* for the payment of the said sum of &c. or for the payment of any part or parcel thereof, heretofore made, acknowledged, or given. And I the said *A.* do further for me, my heirs, executors, administrators, and assigns, by these presents remise, release, and quite claim unto him the said *T. D.* his heirs, executors, administrators and assigns, all and singular Covenants, Grants, Articles and Agreements on the part and behalf of him the said *T. D.* his heirs and assigns, unto me the said *A.* mine heirs, executors or assigns, covenanted, granted, concluded or agreed upon, specified and contained in certain Indentures made between the said *T. D.* on the one part, & me the said *A.* on the other part, bearing date, &c. And also all Recogn. of the sums of &c. entered into by the said *T. D.* unto me the said *A.* and bearing date the &c. And all and singular actions, judgements, executions, suits, quartrels, debates, debts, duties, and demands whatsoever, which I the said *A.* mine heirs, executors and administrators, have, shall, may, or ought to have, or am, or shall be, in any sort, intituled unto, in, upon, or by reason of the said Recogn. or of any covenant, grant, clause, article or agreement in the said recited Indenture specified or contained. And further also know ye, that I the said *A.* have for the consideration afore-

Release of
Covenants in
certain In-
dent.

Release of
Recogn.

A general
Release.

said

held; remised; released; and quite claimed; and do by these presents, for me, my heirs, execut. administ. and assign. remise, release, and quite claim unto the said T.D. his heirs, exec. administrators and assigns, all and all manner of actions, entries, covenants, grants, agreements, Recogn. Judgements, executions, lites, quarrels, controversies, debates, debts, duties, and demands whatsoever, which I the said A. my heirs, executors, administrators, and assigns, have, may, shall or ought to have, or am, or shall be intitled unto, for any cause or matter whatsoever, from the beginning of the world, until the day of the date of these presents. In witness whereof, &c.

A Condition, that the Obligor was lawfully seized of the premises, at the time of granting of the Annuity, with other usual clauses contained in such Grants.

The Condition, &c. That whereas the within named T. P. and J. P. by their Deed Indented, bearing date with these presents, have given, granted, and by the same their Deed confirmed unto the within named E. H. his heirs and assigns, a certain Annuity or yearly rent of, &c. yearly issuing and going out of the Manor of, &c. with th^e appurtenances, and out of all the lands, tenements, and hereditaments, belonging or appertaining, or with the same now, or at any time heretofore held, occupied or enjoyed, sit. &c. And out of all other Messuages, &c. whatsoever, with their appurtenances of them the said T. P. and J. P. or either of them in & afore-said in the said County of K. under a certain condition in the said Deed contained, as in and by the said Deed more at large it doth and may appear; If therefore the said T. P. and J. P. or either of them, were at the time of th^e enfealing & delivery of the said Deed, solely, lawfully, and rightfully seized in his or their demesn. as of fee-simple, of a good, sure, lawfull, rightfull, absolute, and indefeasible estate, and of and in all and singular the said Manor, &c. with th^e appurtenances, and of and in all other the Lands, tenements and hereditaments, and all other the premises, with th^e appurtenances, out of which the said Annuity or yearly Rent is mentioned to be issuing, And that the said T. P. and J. P. or either of them, at the time of th^e enfealing and delivery of the said Deed, had good, right, lawfull power, and authority, in his or their own right, to charge the said Manor, &c. and all other the premises, with th^e appurtenances, out of which the said Annuity

The usual clause that the grantor is seized of a lawfull & indefeasible estate in fee, in his own right, of the premises, out of which, &c.

And that he had lawfull power to charge the same.

Clause, that after any default in payment, the lands shall be over, liable, & sufficient to the distressee, &c. That the land is, & shall so continue, of the clear yearly value of, &c. over & above all charges & reprises. And that the grantee shall peaceably enjoy the rent. The usual clause that the premises are acquitted, &c. or else shall be sufficiently saved harmless from all former bargains, sales, &c.

nity of yearly rent, according to the purport of the said Deed mentioned to be issuing. And also if the said Manor, &c. and other the premises, with the appurtenances, and every part and parcel thereof, out of which the said annuity or annual rent is mentioned to be issuing, shall from time to time, and at all times from and after any default in payment to be made of the said annuity or yearly rent, or of any part thereof, at any of the time and times limited for the payment thereof, be overt, liable, and sufficient, to the distressee and distresses of the said E. H. his heirs and assigns, and that the said Manor, and other the premises, with the appurtenances, out of which the said Annuity or yearly rent is mentioned to be granted; now be, and shall from time to time, and at all times hereafter, shall continue, remain, and be, of the clear yearly value of, &c. over and above all charges and reprises whatsoever. And that the said E. H. his heirs and assigns, shall, or lawfully may, from time to time, &c. at all times, peaceably & quietly, have, perceive, take and enjoy the said Annuity or yearly rent, according to the purport of the said Deed. And further, if the said Manor, &c. and all other the premises, out of which the said annuity or annual rent is mentioned to be issuing, at the time of the enrolling and delivery of the said Deed, be, and so from time to time, and at all times hereafter, shall continue, remain, and be acquitted and discharged, or else from time to time, and at all times hereafter, sufficiently saved harmless and indemnified, of and from all and all manner of former bargains, sales, gifts, grants, alienations, entails, leases, statutes, judgements, executions, intrusions, and all other interests, titles, charges and incumbrances whatsoever. That then, &c. or else, &c.

An Assignment of Dower by the Heir, unto the Feme.

TO all persons, &c. T. S. of, &c. Son of T. Salate of H. afore-
deceased, sendeth greeting: Whereas the said T. S. Father of the
the said T. was during his life lawfully seized in his demesne as of Fee,
and at the time of his death died so lawfully seized, of, and in diverse
lands and tenements, of which M. late wife of the said T. and now
wife of R. G. Citizen of London, was at the time of his death indow-
able, and thereof ought to have a full third part, assigned, limited
and appointed unto her for her Dower; Now know ye, that I the
said T. S. in consideration, and for the Dowry of her the said M.
have

have assigned, limited, and appointed, and by these presents do assign, limit, and appoint, unto the said R. G. and M. now his Wife, Mother of me the said T. S. and late the Wife of the said T. for the Dower of her the said M. one piece and parcel of Land, with the appurtenances, commonly called and known by the name of *the*, containing in the whole by estimation, *&c.* whether more or less, situate, lying and being in *&c.* and boundeth and butteth, *&c.* as the meets and bounds do divide and shew, and are well known, to have *&c.* the said premises with the appurtenances, unto the said R. G. and M. his Wife, for the Dower of her the said M. for and during the natural life of M. for and in the name of the reasonable dower of her the said M. *In Witness whereof &c.*

A Deed poll of receipt of a sum of money, according to a Proviso contained in certain Indentures, and an Acquittance thereof.

TO all Persons, *&c.* P. H. *&c.* sendeth greeting. Whereas in one Indenture made between R. G. of *&c.* of the one part, and E. H. of *&c.* J. I. of *&c.* R. S. P. H. and R. G. of *&c.* of the other part, and bearing date, *&c.* there was contained one proviso amongst other covenants, clauses, and agreements in these words following, that is to say, Provided always, and upon condition of *&c.* (reciting the Proviso verbatim, and then as followeth.) As in and by the said Indenture at large and plainly doth and may appear; Now know ye, that I the said P. H. have the day of the date of these presents, and within the space of *&c.* next ensuing after the decease of the said R. G. late of *&c.* in the said proviso named, had, and received, in the South porch of the Parish Church of B. aforesaid, of the said R. G. of B. the just and full sum of *&c.* for and towards the payment of the debts, legacies, and performance of the last Will and Testament of him the said R. G. of B. aforesaid, according to the effect, purport, intent, and true meaning of the said recited proviso in the said Indenture contained. The receipt of which said sum of *&c.* I the said P. H. do by these presents, thereof, and of every part thereof, acquit and discharge the said R. G. his heir, executors and assigns, by these presents. *In Witness whereof, &c.*

A Deed of Gift, of Hay and Corn in Barns, together with the Barns, as also of Corn standing, with the soil whereupon &c. and of goods in particular.

This Indenture &c. Between *I. B.* of &c. of the one party, and *R. L.* of &c. on the other part; *Witnesseth*, That whereas the said *I. B.* is and standeth debted unto the said *R. L.* in the sum of &c. He the said *I. B.* for and upon the consideration aforesaid hath given, granted, bargained and sold, and by these presents doth give, grant, bargain and sell unto the said *R. L.* his executors, administrators and assigns, all and singular his Hay, Wheat, Barley and Oates, lying and being in any the Barns or Stacks, of him the said *I. B.* in *H.* or *B.* or elsewhere in the said County of *K.* The which said premises do by estimation contain and amount unto the rates and quantities hereafter following, that is to say, the said Hay doth by estimation amount unto the quantity of so loads, or thereabouts, (and so recite the residue) And the said *I. B.* doth for the consideration aforesaid, grant unto the said *R. L.* his executors and assigns, the barns and rooms where the said premises do now lie and remain, together with free liberty, and also free ingresse, egressse, and regresse, and passage, in, by, over, and through any the said lands and tenements, now in the tenure and occupation of him the said *I. B.* and every, or any part or parcel thereof, as well to fetch, take, and carry away the said premises, or any part thereof, with Wayns, Carts, or otherwise, at the will and pleasure of the said *R. L.* his executors and assigns, As also to throw out, or bestow, the chaff, straw, or other things coming thereof, in or upon such part of the said lands as is or shall be near adjoyning unto any of the said barns or places, where the said premises lie &c. remain, at any time or times until the Feast day of *St.* next ensuing the date of these presents. And the said *I. B.* doth for the consideration aforesaid, give, grant, bargain and sell unto the said *R. L.* his executors and assigns, all and singular the Wheat and crop of wheat of him the said *I. B.* standing or growing in or upon any the lands, now or late in his tenure or occupation in *H.* aforesaid, in the said County of *K.* containing in the whole Acres, whether more or lesse, together with the ground whereupon the same doth now stand or grow, and free liberty, ingresse, egressse, regresse, and passage, for him the said *R. L.* his servants and

Grant of the
Hay and Corn
and Barns.

Grant of the
Corn growing,
together
with the
ground.

work-

workmen, in, by, over and through any the lands or tenements now in the tenure or occupation of him the said *I. B.* to cut down, mow, take and carry away, with carts, wayns, or otherwise, at the free will and pleasure of the said *R. L.* or his assigns, the premises or any part thereof, untill the feast of *St. Michael* ensuing the date hereof. And the said *I. B.* doth further for the consideration aforesaid, give, grant, bargain and sell unto the said *R. L.* his executors and assigns, all and singular the goods, and chattels, real and personal, of him the said *I. B.* mentioned, expressed, contained or set down in a certain schedule indented, unto these presents annexed, To have and to hold the said Hay, Wheat, goods, chattels, and all and singular other the premises, with all and every their appurtenances, unto the said *R. L.* his executors, administrators, and assigns, for ever, to the only and proper use and behoof of him the said *R. L.* his executors and assigns for ever. And the said *R. L.* doth for him, his heirs, exec. adm. and assigns, covenant and grant, to and with the said *I. B.* his executors and assigns, that if he the said *R. L.* his executors and assigns, shall and do make of the said premises, before by these presents unto him given, granted, bargained and sold, above the said sum of *£* *6*. allowing unto him the said *R. L.* his executors, and assigns, all such charges, and expences which he the said *R.* his executors, and assigns, shall be at, in the keeping, ordering, or setting the said premise, or otherwise be put unto, in, about, or concerning the same, that then he the said *R. L.* his executors and assigns, shall and will at all time and times, upon request unto him the said *R.* his executors or assigns, by the said *I. B.* his executors or assigns, had or made, within the space of *&c.* next after such request, content or pay, or cause to be contented or paid unto the said *I. B.* his executors or assigns, at or in the *&c.* of *H.* aforesaid, all such overplus sum and sums of money as he the said *R. L.* his executors or assigns shall make of the said premises, with the allowances aforesaid, above the said sum of *&c.* And the said *I. B.* hath put the said *R. L.* in full and peaceable possession by delivery of one Ox, parcel of the premises, before in these presents mentioned to be bargained and sold. *In witness whereof, &c.*

Grant of the goods and chattels; real and personal.

Covenants, by the grantee to pay unto the grantor, &c. upon request so much as the premises shall amount unto, above the sum of *&c.* necessary charges and expences allowed.

The Schedule in this presents indenture mentioned containing and expressing such goods and chattels as are meant and intended to be bargained, sold, assigned, and set over by these presents, to which same is annexed.

The schedule

In primis four Oxen, &c.

A Release of Errors upon a Fine.

TO all Persons to whom these presents shall come, *I. P.* of, &c. sendeth greeting, Know ye, that I the said *I. P.* for divers good, &c. have remised, released, and for me, my heirs, &c. for ever quite claimed, and do by these presents for me, my heirs and assigns, remise, release, and quite claim unto *I. S.* of *B.* in the said County of *K.* Gent. his heirs and assigns, all and singular right, title, use, interest, claim and demand, which I the said *I. P.* my heirs, executors and assigns, or any of them have, may, can, shall or ought to have, challenge or demand, in, or unto the lands, tenements and hereditaments, with their appurtenances, or any of them, which he the said *I. S.* lately had and purchased of me the said *I. P.* sit. lying and being in *S.* in the said County of *K.* And also all and all manner of actions, and writs of Error and Errors, and all and every Error and Errors whatsoever, which I the said *I. P.* mine heirs, executors & assigns, or any of them, may, can, or might have, or am, or shall be in any sort intitled unto, in or upon any Fine or Fines, or otherwise, against the said *I. S.* his heirs and assigns. *In witnesse* whereof, &c.

A Condition that if the wife survive her husband, that his Executors shall pay unto the wife, the sum of, &c.

THE Condition, &c. that if *A. M.* wife of the within bounded *I. M.* shall fortune to survive and overlive him the said *I. M.* Then if the heirs, executors, administrators or assigns of the said *I. M.* shall and do well and truly content, satisfy and pay, or cause to be well and truly contented, satisfied and paid, unto the said *A. M.* her executors and assigns, the sum of, &c. within, &c. next after such the death and decease of the said *I. M.* at or in the, &c. within writeth, That then, &c.

A Letter of Attorney, authorising to enter into certain lands, and after entry, to seal and deliver a Deed subscribed by the Mr. by which those lands are conveyed over, &c.

TO all Persons, &c. *W. H.* of, &c. sendeth greeting, Know ye, that I the said *W. H.* for divers &c. have authorized, appointed, and in my place put, and do by, &c. my loving friend *S. B.* of &c. my true and lawfull Attorney for me, and in my name, to enter into cer-

tain land and wood-land, commonly called and known by the name of, &c. or into any part or parcel thereof, and into all and singular the lands, tenements and hereditaments specified and contained in a certain writing, being of the date hereof, by me subscribed, and unto these presents annexed, or into any part or parcel thereof, in the name of the whole, and after such entry made, to seal the said writing by me subscribed, and to these presents as aforesaid annexed, and the same as my Act and Deed unto the said J.B. in the said writing named, or to his certain Attorney in that behalf appointed, to deliver; Ratifying and allowing by these presents whatsoever my said Attorney shall do, or cause to be done, in or about the doing of the premises. In Witness whereof, &c.

An Indenture of Covenants, to lead the use of a Fine, Feoffment, &c. in consideration of natural affection.

THIS Indenture, &c. Between Sir R. M. of, &c. Knight, of the one part, and Sir P. W. Knight, and P. W. of, &c. Esquire, and A. T. of, &c. on the other part, *Witnesseth*, that the said Sir R. M. for and in consideration of the natural love and affection the which he hath and beareth unto J. M. his Son and Heir apparent, and for his advancement, and for the present maintenance of the Heir of him the said R. and to the intent his Daughters may have convenient portions to maintain them, and to prefer them in Marriage, And also for the establishing the Manors, lands, and tenements, and other the hereditaments, with th'appurtenances, hereafter mentioned, to such uses, intents and purposes as are hereafter limited and appointed, doth by these presents, for him, his heirs and assigns, covenant and grant, to and with the said Sir P. W. &c. their heirs and assigns, and every of them, that he the said Sir R. M. his heirs and assigns, shall and will on this side and before, &c. by his sufficient Deed of Feoffment, Fine recovery, or other good and sufficient conveyance and assurance in the Law, well and sufficiently convey and assure unto the said Sir P. W. &c. their heirs and assigns, all and singular that his Manor of, &c. (*recite the particulars*.) with their appurtenances; which said Feoffment, Fine, Recovery, and other conveyance and assurance, and any and every of them, to be as aforesaid made, shall be and inure, and is limited, declared, and appointed to be and inure, And

the said Sir P.W. &c. their heirs and assigns, and every of them, shall, from and after the said Feoffment, or other assurance as aforesaid made, stand and be seized of the Manor, and all the premises before intended to be as aforesaid conveyed, with all and every their appurtenances, and of every part and parcel thereof, to the uses, intents, and purposes hereafter in these presents expressed, and to none other use, intent or purpose whatsoever, that is to say, to the use and behoof of him the said Sir R. M. to the use and behoof of him the said J. M. Son and heir apparent of the said R. and of his assigns, for and during the term of his natural life &c. (*and so recite the several limitations of uses, as it is to be intended,*) And furthermore it is concluded and agreed, by and between the parties to these presents, and every of them, their heirs and assigns, and it is the true intent and meaning of the said Feoffment, Fine and other assurances of the said premises as aforesaid to be made, that they the said Sir P.W. &c. and the survivor of them, their heirs and assigns, shall stand and be seized of the Manor, and all and singular other the said premises, with their appurtenances, to the uses and intents following, that is to say, That he the said J. M. and his assigns, shall and may yearly, during the term of the natural life of the said Sir R. M. have, receive, and perceive out of the said premises, with their appurtenances, one several rent of the sum of &c. to be paid unto the said J. M. and his assigns, during the life of the said R. M. yearly, at the 4 usual Feasts of the year, viz. by even proportions to be paid, And if the said several rent of &c. or any part thereof be behind or unpaid, at any of the said Feasts in which it ought to be paid as aforesaid, that then he the said J. M. and his assigns, during the life of the said R. shall and may distrain in and upon the said premises, or any part or parcel thereof, for the same so being behind as for a Rent-charge to all intents and purposes, and likewise to the use and intent that M. M. one of the Daughters of the said Sir R. M. shall and may yearly during the life of the said R. have and perceive out of the said premises, one several rent of &c. to be paid at the 4 usual Feasts in which it ought to be paid as aforesaid, and that she the said M. and her assigns, shall and may distrain for the same, upon the premises or any part thereof, as for rent-charges to all intents and purposes. Provided always that if the said M. shall during the life-time of the said Sir R. M. happen to marry without the consent of him the said Sir R. M. or

The intent of the Feoffment, &c. to be made, is that the heir of the Feoffor shall have such a rent, during the life of the Feoffor, out of the premises; and that he may distrain for it, being behind, as for a rent-charge. And to the intent likewise M. one of the daughters of the Feoffor should have the like rent with distresse for the same being behind. Provided, that if M. marry without the consent of the

he the said *R.* shall, or doe, during his life-time, bestow upon the said *M.* in Marriage the sum of, &c. that then and from thenceforth the said annual rent of, &c. shall cease, and be determined to all intents and purposes (and if more Daughters, then follow the like.) Provided alwayes, and it is covenanted and agreed by and between the said parties to these presents, and every of them, their heirs and assigns, and it is the true intent and meaning of the said Feoffment, Fine, and other conveyance and assurance of the said premises to be as aforesaid made, that if it shall fortune the said Sir *R. M.* to dye before such time as the said *M. K.* and *A. M.* or any of them be married, or before such time as such of them as shall be married shall receive her said portion of, &c. that then they the said Sir *P. W.* &c. and the survivor of them, their heirs and assigns, shall immediatly from and after such decease of him the said *R.* stand and be seised of all and singular the said premises, with their appurtenances, to the use and behoof of them the said *M. K.* and *A.* and their assigns, as shall be so unmarried, or as shall not have received the said sum of, &c. for, during, and until such of the said *M. K.* and *A.* as shall be unmarried and unpaid as aforesaid, have had and received the full of the several sums of, &c. any matter or thing hitherto specified to the contrary notwithstanding. Provided neverthelesse, that if the said *I. M.* his heirs and assigns, shall, and do within, &c. next after the decease of him the said Sir *R. M.* content and pay unto every of them, the said *M. K.* and *A.* as shall be then unmarried, the sum of, &c. And to such of them the said *M. R.* and *A.* as shall be married and unpaid, the sum of, &c. That then and from thenceforth, after such payment, the use unto her and them as aforesaid limited, shall cease, and be determined to all intents and purposes. Provided neverthelesse, that whereas the said Sir *R. M.* is indebted unto several persons in the sum of, &c. to the intents that the said debts may be paid and discharged, it shall and may be lawfull to and for the said *R. M.* by his Indenture under his hand and seal, to demise and let all that the said, &c. (*reciting the parcels*) And that the said Lease and Demise so to be made, shall be good in Law; and that for the making of the said Lease as aforesaid, the said Sir *P. W.* &c. their heirs & assigns, and every of them, and all and every other person and persons, then standing, or being seised of the said premises so to be demised, and every part thereof, shall stand and be seized thereof

Feoffor, or if the Feoffor bestow such a portion upon her in marriage during his life, that the rent shall cease.

Proviso, that if the Feoffor die before his

Daughters are married, or before such as shall be married have received their portion of, &c. that then the Feoffees shall stand seized to the use of them, untill they have received, &c.

Proviso, to determine the uses aforesaid, to the Daughters, upon payment of their several portions by the heir.

Proviso, that the Feoffor may demise parcel of the premises, for payment of his debts, & that the Feoffees shall stand seized to the use of such persons to whom such

demise shall
be made.

Proviso, that
the heir may
make his wife
a Joynture of
parcel of the
premises, &
that the Feo-
fces shall stand
seized to the
use of such
wife accord-
ingly.

Proviso, that
if the heir
marry without
the consent of
the Feoffees
first had in
writing, that
then the uses
of the premi-
ses, unto him
limited, as al-
so unto the
heirs males of
his body, shall
cease, & be de-
termined, &c.

to the use and behoof of every such person or persons, to whom any such Lease or Demise shall be as aforesaid made, to his and their executors and assigns, according to the purport, intent, and true meaning of the said Lease and Demise. Provided furthermore, to the intent that the said *I. M.* may be the better advanced and preferred in Marriage, that it may and shall be lawfull to and for the said *I. M.* to make unto such wife or wives as he shall fortune to marry, or unto any other person or persons, to the use of such wife or wives, a Joynture of so much of the said Manor, and other the said premises, with their appurtenances, as shall amount unto the yearly sum of, &c. and not above, for the term of the life of such wife or wives only, and no longer, and to convey and assure the same accordingly, and that the said Joynture to be made shall be good and available in the Law; and that they the said *Sir P. W.* &c. and every of them, their heirs and assigns, and every other person and persons then being seized of the said premises, to be made and conveyed in Joynture, shall stand, and be thereof seized, to the use and behoof of such wife and wives to whom the same shall be conveyed or assured in Joynture as aforesaid, for and during the term of her life, according to the intent and meaning of these presents, any matter or thing before specified to the contrary hereof, notwithstanding. Provided always, that if the said *I. M.* shall or do contract himself in marriage, or do marry with any person or persons whatsoever, without the consent and good liking of them the said *Sir P. W.* &c. or without the consent and good liking of the said Survivor or Survivors of them first had, and in writing obtained, That then, and from thenceforth the use of the said premises unto the said *I. M.* by these presents limited, and to every of the heirs males of his body to be begotten, shall absolutely cease and be determined, both in respect of him the said *I. M.* and also of every of the said heirs males of his body to be begotten, to all intents and purposes, as if he or they had never been named or mentioned in these presents, and that then and from thenceforth they the said *Sir P. W.* &c. their heirs and assigns, and every of them, shall stand & be seized of the said premises, and of every part and parcel thereof, to the use and behoof of such other person & persons, and with such provisos and limitations as is before in these presents limited & appointed, as if the said *I. M.* were naturally dead without heir of his body; any clause or matter before specified to the contrary notwithstanding, &c.

A Release of a Proviso and Condition.

THis Indenture, &c. Between *I. S.* of, &c. of, &c. of th'one part, and *R. W.* of, &c. on the other part, *Witnesseth*, that whereas the said *I. S.* by his Indenture bearing date, &c. for a certain competent sum of money to him by the said *R. W.* before th' enfealing thereof in hand paid, did give, grant, bargain, sell, and confirm unto the said *R. W.* his heirs and assigns, &c. (*recite the particulars in the said Indenture*) And the said *I. S.* for the consideration aforesaid, did by his said Indenture give, grant, bargain and sell unto the said *R. W.* all other his lands, tenements and hereditaments whatsoever, situate, &c. in the said Parish of *B.* To have and to hold the said, &c. and all other the premises by the said Indenture mentioned to be bargained and sold, with all and singular their appurtenances, unto the said *R. W.* his heirs and assigns, to the only and proper use and behoof of the said *R. W.* his heirs and assigns for ever, as in and by the said Indenture more plainly, and at large it doth and may appear. In which said Indenture there was also amongst other covenants, one proviso or condition contained to the effect following, That if, &c. (*recite the condition verbatim*) as in and by the said Indent. more plainly & at large amongst other things doth & may appear. Now this Indent. witnesseth, that the said *I. S.* for & in consideration of the sum of &c. unto him the said *I. S.* by the said *R. W.* before the enfealing & delivery of these presents, well & truly in hand paid, doth for him, his heirs, executors, administrators and assigns, and every of them, clearly and absolutely remise, release, acquit and discharge, unto the said *R. W.* his heirs, executors, and administrators, as well the said proviso and condition, as all other provisos, conditions, covenants and agreements in the said recited Indenture contained, or therein mentioned or expressed, and all and all manner of power, liberty, authority, right, title, or demand, which I the said *I. S.* his heirs, executors, administrators, and assigns, hath, or may have, challenge, or demand, by force or vertue of the said proviso or condition, or any other proviso or condition in the said Indenture contained. And that the said *I. S.* his heirs, executors, administrators and assigns, shall from henceforth be utterly excluded, and disabled to take any benefit of the said proviso or condition, and that the same from henceforth shall be absolutely void and

Release of a
Condition.

determined, And also he the said *I. S.* doth for him, his heirs and assigns, and every of them, remise, release, and quite claim unto the said *R. W.* his heirs and assigns, all and singular right, title, use, interest, challenge and demand, of, in, or unto the said Messuages, lands, tenements, and all other the said premises in the said Indenture mentioned or expressed, with their appurtenances, and of, in, or to any and every part and parcel thereof.

Bargain and sale of Lands, together with the evidences belonging to the same in the said recited Indenture mentioned.

And furthermore he the said *I. S.* hath for and upon the consideration aforesaid, given, granted, bargained and sold, and doth by these presents, for him his heirs and assigns, fully, clearly, and absolutely give, grant, bargain and sell unto the said *R. W.* his heirs and assigns, the said Messuages &c. and all and singular other the premises, with all and every their appurtenances, in the said recited Indenture mentioned, and contained, or therein or thereby meant or intended to be bargained and sold, unto him the said *R. W.* his heirs and assigns, and also all and singular Messuages, &c. whatsoever, &c. together with all, &c. profits and commodities thereunto belonging or appertaining, with all and every their appurtenances of him the said *I. S.* in *B.* aforesaid in the said County; and also the reversion and reversions, remainder and remainders of all and singular the said premises, and the rents reserved in & upon any demise or demises thereof made together with all deeds, &c. whatsoever, concerning the said premises, or any part thereof; All and singular which the said deeds &c. elcripts, and minuments, or so many of them, as he the said *I. S.* or any other person or persons, to his, or by his delivery, have in his or their custody, which he may lawfully get or come by without sute in Law, he the said *I. S.* doth by these presents, for him, his heirs, executors, administrators, and assigns, and every of them, covenant and grant, to and with the said *R. W.* his heirs, executors, administrators and assigns, well and truly to deliver, and cause to be delivered, unto the said *R. W.* his heirs, executors, administrators or assigns, before &c. whole, safe, uncanceled and undefaced. To have and to hold the said Messuages, &c. unto him the said *R. W.* his heirs, and assigns, to the only use and behoof of him the said *R. W.* his heirs and assigns for ever (A clause that the said *R. W.* shall enjoy the premises without any law or let of the said *I. S.* his heirs or assigns, &c. using the usual words of warranties; And also that the said *I. S.* shall at all times make further assurance, be it Fine, Feoffment &c. Provided always

Usual clauses in bargains and sales.

and it is further covenanted, granted, conceded and fully agreed upon, by and between the said parties to these presents, and every of them, their, and every of their heirs, executors, administrators and assigns; And it is the true intent and meaning of these presents, that all and singular Feoffments, gifts, grants, fines, recoveries, and all other assurances whatsoever, of the said premises, with the appurtenances, or of any part or parcel thereof, by the said J. S. or by the said J. and A. his Wife, to the said R. W. his heirs or assigns, or to any other person or persons, by the appointment or consent of the said R. now or at any time heretofore made, or at any time hereafter to be made, shall be & inure, & are by these presents limited, declared and appointed to be, and inure; And every such person or persons to whom any such fine, Recovery, Feoffment, grant or assurance shall be made, shall stand, and be seized to the use and behoof of him the said R. W. his heirs and assigns for ever, and to none other use or uses, intent or purpose whatsoever. *In Witness whereof* &c.

Proviso, that all conveyances made, or to be made, shall be to the use of the bargainee, & his heirs.

An Indenture to declare the use of a precedent Recovery, with a power of Revocation.

This Indenture &c. Between R. S. of &c. of the one part, and E. G. of &c. of the other part. *Witnesseth*, that whereas the said R. S. did heretofore bring a Writ of entry, *Sir de seisin in P* against the said E. G. returnable in his Majesties Court of Common pleas, and thereby did demand against him (recite the parcels) with their appurtenances in B. as his right and inheritance, and wherein the said E. did not enter, but after a disseisin, that one H. H. unjustly, and without judgement, did unto him the said R. within &c. then last past, unto which said Writ the said E. did appear, and did vouch to warranty, E. H. the common vouchee, who accordingly did enter into the said warranty, and did after make default, and departed in despite of the Court, and thereupon judgement was given, that the said R. S. should recover seisin of the tenements aforesaid with their appurtenances, against the said E. G. and that he the said E. should recover oven in value against the said E. H. and thereupon execution of the said recovery was had and made, according unto the usual forme of common recoveries in such cases used, as by the record of the said recovery remaining in the Court of Common pleas, and

there entered amongst the records of Easter term last past, before the date of these presents, *Ratula* 143, doth more plainly and at large appear. And whereas it was, by and between the said parties to these presents, and either of them meant and intended, and the said parties to these presents, and every of them do by these presents accordingly limit, declare and expresse, that the said recovery was meant and intended, and shall and doth extend and comprehend by such names, number of acres, and covenants as are therein specified and contained, the capital Mansion and Messuages, and all and every the lands, tenements, and hereditaments, with their appurtenances, which late were the inheritance of *L. G. Gent.* deceased, by the last will and testament of him the said *L.* devised and bequeathed unto the said *E. G.* and to the Heirs Males of his body, in such manner and form as by the said will doth more plainly appear. Now this Indenture witnesseth, that the said Recovery, and the execution thereupon, was by and between the said parties to these presents, and every of them meant and intended, & it is by these presents declared, limited and expresse, to be meant and intended, and it is by these presents, Covenanted, granted, condiscended and agreed, by and between the said parties, and every of them, that the same shall be and inure; and that the said *E. G.* his heirs and assigns shall stand and be seised of the said capital Mansion, and all and singular other the said premises, with their appurtenances, in the said Recovery mentioned, to the uses, intents, and purposes, in and by these presents limited and expresse, and to none other use intent or purpose whatsoever, that is to say, to the use of him the said *E. G.* and the heirs males of his body, lawfully begotten, &c. (*Reciting the uses at large.*) Provided always that if the said *E. G.* party to these presents, shall at any time during his natural life, intend or be willing to alter, change, repeal, revoke, or make void, all the said estates, uses, remainder and limitations before in these presents mentioned, or any of them of, &c. in the premises, or any part thereof. And shall by any writing or writings signed with his own hand and seal, in the presence of two credible witnesses at the least, signifie and declare, that his intent and mind is to alter, change, repeal, revoke, or make void the said estates, uses, remainders, and limitations, or any of them, that then, and at all times after such writing and writings shall be so signed and sealed, all the said estates, uses, remainders and limitations, before in these

Proviso or
pewer of Re-
vocation.

presents specified and declared, and every, any, or so many of them, as shall be mentioned in the said writing or writings of revocation to be repealed, revoked, or made void, of or in the said premises, or any part or parcel thereof, shall from thenceforth cease, determine, and be repealed, revoked, and utterly void for ever. And that then, and at all times after he the said R. S. his heirs and assigns, and all and every other person and persons whatsoever, which shall be then seized of the said premises, with their appurtenances, or any part or parcel thereof, shall stand and be seized thereof, or of so much thereof, as shall be mentioned and contained in the said writing or writings of Revocation, to the only use and behoof of him the said E. G. his heirs and assigns for ever, or to such other uses, intents or purposes, as in the said writing or writings of Revocation it all be limited, declared and appointed, and to none other use, intent, or purpose whatsoever, any thing before specified to the contrary in any wise notwithstanding. In witness whereof, &c.

An Assignment of a Debt unto, &c.

TO all Christian People, &c. Sir E. H. Knight, sendeth greeting in our Lord God everlasting. Whereas J. S. late of H. in the County of K. Esq; deceased, by the name of J. S. of *Lincoln* Inne in the County of *Middlesex* Esq; by his obligation bearing date, &c. standeth bound unto the said Sir E. H. in the sum of, &c. for the payment of, &c. to one, &c. upon the, &c. now last past, for payment whereof to the said I. C. the said E. was bound with the said I. at the request of the said I. in the sum of, &c. Of which bonds to the said I. C. the said I. by the condition of his said bond to the said E. was to discharge and acquit the said E. at the said day with money not being paid in default of the said I. the said E. hath paid (and so recite other obligations if it so require, &c.) And whereas W. G. Citizen and Merchant of *London*, one of the Farmers of the Customs and Subsidies within the Commonwealth of *England* and Dominion of *Wales*, Randeth indebted unto, &c. in divers sums of money, by reason of the said Farm. Now know ye, that the said Sir E. H. for, and towards the payment and satisfaction of such sums of money, as the said W. G. doth or shall owe unto, &c. hath given, granted, assigned, and set over, and by these presents doth give, grant, assign, and set over, unto, &c. his heirs and successors, the said Obligation, so to him the said Sir E. H. made as a-fore.

Proviso, that if the Treasurer, Chancellor, &c. shall mislike, or disallow the assignment, & so declare under their hands in writing, or by order of Court, That then the assignment shall be void, for so much as is not levied, towards the payment of the debts of the Farmer, unto the, &c. so that the Farmer have allowance for so much as is paid, so that the Obligation be in force, and redelivered unto the Assignor, not cancelled, defaced, or made void,

foresaid, and the several sums of money in them, and every of them contained. Provided, that if it shall happen that the said several sums mentioned in the said several Obligations, cannot, or be not to be levied, and had by, &c. his heirs and successors, in such time and sort, as the Lord Treasurer, Chancellor, and Barons of the Exchequer for the time being, or any two of them, for any cause hereafter shall mislike, or disallow of the said assignment, and so declare under their hands in writing, or otherwise order in the said Court, that it shall not be convenient for, &c. his heirs and successors, to accept and take the said several sums contained in the said Obligation, or any part or parcel of them, towards the satisfaction of such sums of money, as the said *W. G.* now doth, or shall hereafter owe unto, &c. his heirs or successors, by reason of the said Farm, and thereupon shall take order that the same, or any part thereof shall be returned back again to the said Sir *E. H.* his executors or administrators; That then and from thenceforth this assignment, for such of the said several sums, or such part thereof as either shall be unlevied or unsatisfied to, &c. for and towards the payment of such sums of money as the said *W. G.* doth or shall owe as aforesaid declared, or ordered, not convenient to be taken, or continued to, &c. shall be, and remain void, in such sort as if the Assignment had not been made, accepted, or allowed of; So as the said *W. G.* his executors, administrators and assigns, may have allowance and defalcation out of the said Debts of so much as shall be before that time of mislike paid, answered, or satisfied to, &c. his heirs or successors, by reason of the said Assignment, and so also that the said Obligations, and the interest of them may be in force & effect, and redelivered unto me the said Sir *E. H.* my executors, administrators or assigns, not defaced, cancelled, or otherwise made void, any thing herein contained to the contrary thereof in any wise notwithstanding. In Witnesse whereof, &c.

Capt. & Recognit. ad sum dicti Domini Regis die & Anno infra script. coram Jacobo Alham milite, uno Baro. &c.

An Indenture by a High Sheriff, deputing one to be his Under-Sheriff.

THis Indenture, &c. Between Sir *I. L.* of, &c. Knight, Sheriff of the Counties of *Surrey* and *Sussex*, of the one part, and *R. K.* the younger, of *W.* in the County of *Surrey*, Gent. on the other part, *Witnesseith*, that the said Sir *I. L.* of assured hope, and truth

that he hath, that he the said R. K. will honestly, uprightly, and sufficiently discharge the office and duty of under Sheriff towards the Commonwealth, and therein discharge him the said Sheriff, and for the consideration hereafter mentioned, hath been pleased and contented to assign, depute, ordain, constitute and make, & by these presents doth assign, depute, ordain, constitute & make the said R. K. his under-Sheriff of the said County of S. authorizing hereby the said R. K. according to the Covenants and agreements in these presents contained, to execute, perform and do all that which to the duty and office of under Sheriff of the said County, of S. shall appertain, or to the Sheriff of the said County, without the personal presence of the said Sheriff may be executed and done, and also to receive and take to his own use, all manner of duties and lawfull Fees, commodities, profits, and advantages to the same office belonging, or in any wise lawfully appertaining, during such time as the said J. L. shall continue Sheriff of the said County, In consideration whereof the said R. K. for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said Sir J. L. his heirs, executors, administrators, and assigns, and every of them by these presents, That he the said R. K. shall and will during such time as he the said Sir J. L. shall continue, remain, and be Sheriff of the said Counties of S. and A. or either of them, honestly, truly, and sufficiently execute and do the office and duty of an under-Sheriff in the said County of S. And shall and will well and sufficiently do and execute, for and in the name of the said Sheriff, all and every thing and things concerning the office of the said Sher. of the said County of S. which without the personal presence of the high-Sheriff may lawfully be done and executed, & thereof shall discharge the said high-Sheriff, his heirs, exec. and admin.

And furthermore, the said R. K. for him, his heirs, executors, and administrators, and every of them, doth covenant, promise, and grant, to and with the said Sir J. L. his heirs, executors, and administrators, and every of them, by these presents, that neither the said R. K. his servant, deputy, assignee, clerk or bailiff, by him to be assigned, shall or will, by colour of his said office, deputation or assignment, extort, levy, receive any manner of thing or things, which by the laws, customs or statutes of the Realm are or shall be prohibited or not allowed, whereby the said Sheriff, his heirs, executors, or administrators, or any of them, may in any wise, be either in their persons, goods or lands, lawfully defamed.

Covenant, by the under-Sheriff, honestly &c. to execute the office, and to do every thing, which may lawfully be done by him, without the presence of the Sheriff, and thereof to discharge the Sheriff.

And that neither he, nor his Servant Deputy &c. will receive or do any thing by colour of his office contrary to the Laws, customs, or state of the Realm, in prejudice of the Sheriff &c.

Covenant, by the under Sheriff to appoint sufficient deputies or attorneys in all Courts accustomed to receive Writs &c. to do every thing concerning them, and to make sufficient deputies, in all parts of the County according to the laws and stat. And that the under Sheriff will give reasonable notice to the high Sheriff, of all things to be done by him, in his proper person, and thereto will be assistant & will bear all charges thereof, except mans meat & horse meat. Covenant, to receive all process, wherewith the high Sheriff is chargeable, & to collect all fines, issues, amerciaments, &c. and to pay the same at such times as the high Sheriff is chargeable to

impeached, charged, impaired, molested or troubled. And whether the said R. K. for himself his heirs, executors, and administrators, and every of them doth covenant, promise and grant, to and with the said Sir J. L. his heirs, executors and administrators, and every of them by these presents, That he the said R. K. shall and will assign and appoint sufficient deputies and attorneys, in all Courts accustomed, as well to receive writs, warrants, precepts and Commandements to the said Sheriff to be directed, and to make process thereof, and to do all thing and things, for the executing, serving, and sufficient returning thereof, and also shall make and appoint sufficient number of Deputies in all parts of the said County of S. according to the Laws and Statutes of the Realm.

And that he the said R. K. shall and will from time to time, give reasonable notice and warning unto the said Sir J. L. of all such things as shall be requisite and necessary for the said Sir J. L. as Sheriff of the said Counties, or either of them, or by reason of his said offices in his own person to do or execute, & therein at all times in his own person, or by his sufficient Deputy shall be aiding and assisting, as well for the doing and executing thereof, and the returning thereof, As also shall bear and pay all such charges thereof, as to the said Sheriff, by reason of the said office should appertain (except Mans meat and Horse meat.) And also the said R. K. for himself his heirs, executors and administrators, and every of them, doth covenant, promise and grant, to and with the said Sir J. L. his heirs, executors and administrators, and every of them, by these presents, that the said R. K. his heirs, executors, administrators or assigns, shall and will well and truly, from time to time, receive all such extracts and process whatsoever, wherewith the said Sir J. L. as Sheriff of the said County of S. is or shall be chargeable to receive, and that he the said R. K. his heirs, executors, administrators and assigns, shall and will well and truly collect, levy, and gather all Fines, issues and amerciaments, seifures, Fee-farmes, Rents, profits, certainties, Pipe-silver, Chequer-silver, and all manner of debts, duties and demands whatsoever, wherewith the said Sir J. L. as Sheriff of the said Counties of S. and S. his heirs, executors, or administrators, their or any of their goods, chattels, or lands, may in any wise be charged or chargeable, and the same to pay to &c. Use it such times as the said Sir J. L. is charged or chargeable to pay

the same, and thereof, and of every part and parcel thereof, to acquit and discharge as well the said Sir J. L. his heirs, executors, and administrators, and every of them, as also all and singular their and every of their goods, and and chattels, manors, messuages, lands, tenements and hereditaments. And also that the said R. K. his heirs, executors, administrators or assigns, shall and will from time to time acquit and discharge, or otherwise sufficiently save and keep harmlesse, the said Sir J. L. his heirs, executors, administrators, and assigns, And also all his and their goods and chattels, lands, tenements and hereditaments whatsoever, of and from all and all manner of execution or of executions of Prisoners whatsoever, which to the office of Sheriffrick shall appertain, Forfeitures, Fines, amerciaments, imprisonments, pains, penalties, or impositions, whatsoever, to be charged, layed, or imposed upon the said County of S. his executors, administrators or assigns, his or their, or either of their goods, or chattels, lands, tenements or hereditaments by reason of any misfeasors, or nonfeasors, omissions, default, delay, contempt, or cause whatsoever, of the said R. K. his deputy or deputies Attorney or Attorneys, Clerk or Clerks, Bayliff or Bayliffs, or other person whatsoever, not doing or insufficient doing, his or their duty concerning the said Office of the Sheriff, or under Sheriff, And that neither he the said R. K. nor any his assigns, Deputies, Clerks, or attorneys, shall or will intermeddle with the execution or returning of any Letters or Commandments from &c. or any of the Council, without the privy, notice, and direction of the said Sir J. L. then first bid, and the said R. K. for himself, his heirs, executors, administrators, and assigns, and every of them, doth further covenant and grant, to and with the said Sir J. L. his heirs, executors and administrators, by these presents, that he the said R. K. shall receive into his custody all Prisoners to be committed to his charge, and them safely and honestly shall keep, until they shall be brought and delivered to the Goal or prison of the said County, there to be kept by the Goaler or Keeper of the said Goal or prison, until by due course of Law they shall be delivered; And of such Prisoners as shall be convicted or attainted shall make or cause to be made due execution, according unto the quality of

pay the same to his Majesties use, and thereof to acquit and discharge the Sheriff.

And that he will acquit & discharge, or save harmless the Sheriff &c. his goods and lands, from all executions of prisoners &c. And from all forfeitures, fines, amerciaments &c. by reason of any misfeasors, or nonfeasors, &c. of him, his deputy, attorney, &c. And that he will not intermeddle with the execution or returning of any Letters, &c. from his Majesty or his privy Council, without the direction of the Sheriff. Covenant safely to keep the Prisoners committed to his custody, until they are delivered to

the Goal, there safely to be kept by the Goaler till by course of Law they shall be delivered, and to execute prisoners attainted according to their judgement.

And that he will, within 6 days before every term, deliver a Certificate in writing of all executions come to his hands, with the name for whom it is to be executed, & the name against whom, &c. & the sums to be levied, & what is done therein.

Grant, that the under-Sheriff may, in the name of the Sheriff, assign over any bond to be taken, for appearance, &c. to any person, thereby to compel the parties to appear, and to save harmlesse the Sheriff, &c. And that the under-Sheriff may commence any action, upon such bonds, to enforce the parties to appear, to save harmlesse the Sheriff, and that he will justifie all sutes lawfully taken.

And that it shall be lawfull for him to retain the money recovered, to his own use, toward his own charges for the not appearance of the parties, so that he will stand to the order of the Sheriff for the overplus.

the judgement, against every of them to be pronounced.

And that the same R.K. shall and will within 6 days next before the beginning of every term which shall be during the time of the said Sheriffwick, well and truly deliver and certifie unto the said Sir J. L. a true Note, or Certificate in writing, under his hand, of all such Writs of execution whatsoever, as before the term shall be come to his hands, with the name and surname of the party and parties, for whom the said execution is to be done, and also the name and surname against whom the same is to be executed, and the sum and sums of money thereby severally to be levied, and what is done therein, upon every such writ or proceffe. In consideration of all which premises, the said J. L. is contented and pleased, that the said R.K. shall or may, in the name of the said Sir J. L. assign & set over any bond to be taken in the name of the said Sheriff, for appearance or discharge of Proceffe to any person or persons, to the intent thereby to compel the parties to appear, to save and keep harmlesse the said Sheriff and under-Sheriff of any fine or amerciements thereby: And also that the said R.K. may commence or take his action upon any such bond, for the enforcing the said parties therein bound, to bring forth the party or parties, for whose appearance they were become bound, thereby to save himself harmlesse of such fine and amerciements, as shall be imposed or laid upon the said Sheriff for not bringing forth the said party or parties; all which Sutes being lawfully taken for the causes aforesaid, the said Sir J. L. doth Covenant and promise to avow and justifie; And that it shall be lawfull to and for the said R.K. his executors and administrators, and also for the said assigns to retain to their own use, their said sum of sums so to be recovered by reason of the said Bonds, toward their charges and losses, by reason of the not appearance of the said parties, so alwayes that they and every of them shall stand to the orders and directions of the said Sir J. L. his executors or administrators for the overplus thereof (if any shall be.) And the said R. K. for himself, his executors and administrators, and every of them, doth Covenant and promise, to and with the said Sir J. L. his heirs, executors and administrators, to acquit and dis-

charge, or else to save harmlesse the said Sir *L. L.* &c. of and from all and all manner of costs and damages, which may in any wise be awarded, adjudged, decreed, or recovered against him or them, by reason of any such Sure. Finally, the said *R. K.* for himself, his heirs, &c. and every of them, doth Covenant, promise and grant, to and with the said Sir *L. L.* his heirs, &c. and every of them, by these presents, that he the said *R. K.* his executors, &c. shall and will, on this side the Feast day of the *Purif.* &c. which shall be in the year, &c. well and truly discharge and pay, unto, &c. his heirs and successors, all such sum and sums of money, Duties, and Demands, as shall be due unto, &c. his heirs or successors, wherewith the said Sir *L. L.* shall be charged, or chargeable as Sheriff, or by reason of the said Office of Sheriffwick of the said Counties of *S.* and *S.* or either of them, and thereupon, within 3 moneths next ensuing shall procure unto the said Sir *L. L.* his heirs, &c. a sufficient discharge and *quietus est*, in full discharge of his said Office and Accompt. Provided always, that if the said *R. K.* his Deputy or Deputies, Attorney or Attorneys, Clerk or Bayliffs, or any of them, at any time during the said Office, shall commit, doe, or suffer to be done any manner of act or acts, thing or things whatsoever, or shall omit or leave undone, any act or acts, thing or things whatsoever, belonging to the said Office of Sheriff of the said County of *S.* or by colour of the said Office, by reason whereof, the said Sir *L. L.* his executors, administrators or assigns, or his or their goods or chattels, lands, tenements, and hereditaments, or any of them, may in any wise be charged, or chargeable above the sum of, &c. That then, and from thenceforth, it shall be lawfull to and for the said Sir *L. L.* to grant, assign, and depute the execution of the said Office of the under-Sheriff, for the residue of the said time then to come, to any person or persons; And that then and from thenceforth it shall be lawfull to and for all such Assignee and Deputy, to have and take all the Fees and commodities, profits and advantages, from thenceforth to the said Office belonging, or in any wise appertaining. this Indenture or any thing therein contained, or any other matter or cause concerning the assignment or deputation of the said under-Sheriffwick, in any wise notwithstanding. And the said Sir *L. L.* for him, in his heirs, &c. doth covenant and grant, to and with the said *R. K.* his heirs, &c. by these presents, That he the said Sir *L. L.* his heirs

Covenant, to save harmlesse the Sheriff from all costs and damages which may be recovered against him upon any such surety. Covenant, by the under-Sheriff, to pay before such day, all sums due to, &c. wherewith the Sheriff is chargeable, by reason of his office, &c. and thereupon within 3 moneths next after, procure a *quietus est* in full discharge of his said Office and accompt. Provided, that if the under-Sheriff, or his deputy, &c. shall do, or leave undone anything belonging to the office, whereby to charge the Sheriff above the sum of, &c. That then it shall be lawfull for the Sheriff to grant the office to another,

Ff

&c. shall

Covenant, by the Sheriff to deliver cancelled to the under-sheriff, all security given by him for the execution of his office; or for the saving harmless of the Sheriff within three moneths, after he shall have procured a *quienus est*.

An agreement between the under-sheriff and one *I. M.* by which the under-sheriff doth acknowledge that he is to passe the whole account, &c. and to get a discharge for the same, and for that purpose the Sheriff hath security, nevertheless, for the better security, the Sheriff doth by these presents bind the said *I. M.* &c.

&c. shall or will deliver, or cause to be delivered, to the said *R. K.* his heirs, &c. to be cancelled, all such bonds and obligations wherein any person or persons shall be, or stand bound, for or in the behalf of the said *R. K.* to the said Sir *I. L.* for, or in respect of the execution of the said Office of under-Sheriffwick, or for the saving harmlesse of the said Sir *I. L.* concerning the said Office of High Sheriff, within three moneths next after the said *R. K.* his heirs, &c. shall procure or deliver to the said Sir *I. L.* his heirs, &c. a *quienus est*. out of the Court of Exchequer for his discharge of his said Office, and the Bond of the said *R. K.* to remain for the saving harmlesse of the said Sir *I. L.* his heirs, executors and administrators, of amerciaments, and other impositions touching the said Office; And whereas by an agreement made between the said *R. K.* and one *A. M.* Gent. whom the said Sir *I. L.* hath appointed under-Sheriff for the County of *S.* it is acknowledged and affirmed by the said *R. K.* before the sealing of these Indentures, that the said *R. K.* his executors, administrators, or assigns, is to passe the whole account of the said Sir *I. L.* and to execute, levy, gather up, extend, bring in, and pay all such Seizures, Extents, Processe, Chequer-silver, Duties and Demands, Charges, Summe and Summes of money whatsoever, howsoever, or wheresoever, as the said Sir *I. L.* his heirs, executors, or administrators, shall be in any Court or Courts, place or places, any way charged or chargeable unto, or withall, as Sheriff of the said Counties of *S.* and *S.* or of either of them; at, and according to the place and places, time and times, limited in these Indentures for the said *R. K.* to doe and perform, and thereupon shall also accordingly within six moneths next ensuing the time within limited, procure unto the said Sir *I. L.* his heirs or assigns, a sufficient discharge and *quienus est*, in full discharge of the said Office and Account; And the said Sir *I. L.* hath to that end also security of 300 l. from the said *R. K.* and his Sureties, for the performance of the like Covenant amongst other Covenants in the Indenture specified, which are made between the said Sir *I. L.* and the said *R. K.* and yet notwithstanding the said Sir *I. L.* for his better security doth by these presents bind and tie the said *I. M.* his executors, administrators, or assigns, to the doing and performing of the same. Also the said Sir *J. L.* is well pleased and contented, and for himself, his Executors and administrators, doth

covenant, promise and grant, to and with the said *J. M.* his executors, and administrators, and every of them, that if the said *Sir I. L.* his heirs, executors, administrators, and assigns shall or may be releaved, saved harmlesse, or indemnified for, and concerning the afore recited covenants and agreements, by the said *R. K.* his executors, and assigns and his sureties, that then he the said *Sir I. L.* his executors, administrators or assigns, shall or will not take any benefit or advantage of the said Covenants and agreements, against the said *I. M.* his heirs, executors, administrators or assigns, or any his sureties, or any of them, *In Witnesse* whereof &c.

Covenant by the Sheriff, nor to charge the said *I. M.* &c. if he may be releaved & saved harmlesse by the under Sheriff and his sureties.

A Release of a Right to Land.

K Now all men by these presents, That *J. W. H.* of &c. Yeoman, for divers good causes &c. and that *S. H.* of &c. Son *I. H.* late of &c. aforesaid, in the said County deceased, hath accepted of the Lands & tenements hereafter mentioned, Given & bequeathed unto the said *S. H.* by *W. H.* Uncle of the said *S.* by the last will and testament of the said *W.* according to a proviso and condition in the said will expressed, as in and by the said Will bearing date, &c. doth more plainly and at large appear, Have remised, released, and for ever quite claimed, and do by these presents for me my heirs, executors, administrators and assigns, remise, release, and for ever quite claim unto the said *S. H.* his heirs and assigns, in his full and peaceable possession and seisin, all and all manner of right, title, interest and demand whatsoever, which the said *W. H.* my heirs, executors, or assigns, shall have, or may have, challenge or demand, of, in, or to, (*reciting the particulars*) with the appurtenances, scit. &c. late the lands of the said *W. H.* deceased, so that I the said *W. H.* my heirs, executors or assigns shall nor, nor will not, at any time hereafter make any claim, challenge or demand, of, in, or to the said premises, with the appurtenances, or of, in, or to any part or parcel thereof. But shall and will from henceforth, be thereof, and therein utterly excluded by these presents, *In witnesse* whereof, &c.

A Release of Legacies.

K Now &c. That I *S. H.* of &c. Son of *I. H.* late of *T.* afore-
said, deceased, for divers &c and for that I am satisfied of all
such Legacies, Accompts, and all such other duties and demands,
due unto me by the last will and testament of the said *I. H.* my Fa-
ther, as also by *W. H.* my Vncle, late of *T.* afore said, deceased, have
remised, released, & quite claimed, & do by these presents, for me,
my heirs, executors, administrators and assigns, release, and
for ever quite claim unto *W. H.* of *T.* Yeoman, executor of the
last will and testament of the said *W. H.* deceased, his heirs, ex-
ecutors and assigns, all and all manner of Legacies, accompts, &c.

An Indenture of the Commissioners,
for the assessing and levying of the Subsidie,
whereby they make one high Collector of many
Hundreds.

T His Indenture &c. *Witnesseth*, That Sir *E. H.* and Sir *W. R.*
Knights and Baronets, and *E. H.* Serjeant at Law, Com-
missioners amongst others in the County of *K.* assigned by virtue
of a Commission to them and others directed, for the assessing
and levying of the two first subsidies of the five entire subsidies
granted to, &c. in the last Session of Parliament holden at *West-*
minster in the year, &c. and the subsidies being by the said Act
assigned to be paid into the receipt of the Exchequer at or before
the tenth day of *July* last, and whereas the Commission for the
taxation of the said subsidies came not to the hands of the said
Commissioners, until after the 10th. day of *July*, by reason
whereof there could be no assessment made before that time, so
that the said Collectors could not collect or gather any money
before the said time. Have in the day and year of the date here-
of, by virtue and authority of the said Commission, assigned and
deputed *W. R.* of &c. in the said County, Gent. high Collector of the
hundred of &c. with the Township, of *N.* so that the said *W. R.*
shall receive and levy of the subcollectors, here under written, the

whole sums of of their said collection, and pay all the said sums except 6 d. of every pound to be deducted according to the tenor of the said Act for the fees of Commissioners and Collectors, to the use of &c. in the Receipt of the Exchequer aforesaid, within one moneth next after he hath received and gathered the same. In Witness whereof the Commissioners aforesaid to these presents interchangeably have put their Seals, the day and year first above written. 1638.

An Indenture to certain in trust, to uses herein mentioned.

This Indenture made &c. Between A. R. of M. in the County of K. Gent. and E. his wife, and I. S. of N. in the County of Middlesex Gent. of the one part, and E. H. Serjeant at Law, I. H. of H. in the said County of M. Esquire &c. on the other part; witnesseth, that whereas the said A. R. and I. by their Indenture of bargain and sale, bearing date, &c. did grant, bargain and sell unto the said E. H. I. H. &c. and their heirs, all that capital Messuage or Tenement, &c. (recite all the parcels) as in and by the said Indenture, it doth and may more plainly and at large appear; Now this Indenture Witnesseth, that the true intent and meaning of the said assurance and conveyance of the said lands & premises in the said Indenture mentioned unto them the said E. H. I. H. &c. and their heirs to be made, was, and is upon such trust and confidence as hereafter in these presents is declared, limited, and appointed, and nor otherwise; That is to say, whereas it is intended and meet that the said E. R. wife of the said A. (in respect she the said E. R. wife of the said A. hath at the request of the said A. and for his benefit sold and past away all her own lands and inheritance) should have a competency of present maintenance, and also the inheritance of all and singular the said premises in the said Indenture mentioned, if she fortune to survive the said A. Therefore the trust and confidence in them the said E. H. I. H. &c. and their heirs reposed, for, and concerning the said peece or parcel of land, &c. is, that they the said E. H. I. H. &c. and their

heirs shall permit and suffer the said *A.* and *E.* during their ioye lives, to take and receive the Rents, issues and profits of the said peece or parcel of land to their own use and benefit; and if she the said *E.* shall fortune to survive him the said *A.* That then she the said *E.* shall have and enjoy the said peece or parcel of land, with the appurtenances, unto her and her Heirs for ever, And if it shall fortune the said *A.* to survive the said *E.* then the said *A.* to have and enjoy to him and his heirs for ever; and the trust and confidence in the said *E. H. I. H. &c.* and their heirs, for and concerning the said capital Messuage &c. and all the residue of the said lands, tenements and hereditaments in the said Indenture mentioned, with all and every their appurtenances, and by these presents is declared to be, That they the said *E. H. I. H. &c.* their heirs and assigns, shall permit and suffer the said *E.* wife of the said *A.* to receive and take to her own use, and behoof, the issues, rents, and profits of the said capital messuage, and all and singular the said premises last recited, with every their appurtenances, for and during the term of her natural life, and if she the said *E.* shall fortune to survive and overlive the said *A.* that then she the said *E.* shall have and enjoy the said last recited premises with the appurtenances, to her, and her heirs for ever, And if it shall fortune the said *A.* to survive the said *E.* Then the said *A.* to have and enjoy the same, to him, and his heirs for ever.

In Witnesse &c.

A Grant of a Bayliwick of levying of moneys, and power to make Deputies for the doing of the same.

TO all Christian persons to whom this present writing shall come, *G. of, &c.* sendeth greeting, *Know ye*, that I the said *E.* for divers good causes and considerations me hereunto especially moving, have authorized, constituted, nominated, and appointed, and by these presents do authorize, constitute, no-

minate

nominate and appoint, my true and well beloved *Edward Henden*, Serjeant at the Law, my Bayliff, of all and singular my Liberties, within the County of *York*, to take, receive, collect and gather all such Issues, Fines, Amerciaments, and Collections, and sums of money, as shall at any time arise, grow, or accrue unto me the said *G.* within all or any of the said Liberties, within the said County of *York*; Giving also by these presents full power and authority to the said *Edward Henden*, to substitute, make, appoint, or nominate any sufficient Deputy or Deputies, for the receiving, collecting, or levying of any the said Fines, Issues, Amerciaments, sum or sums of money, or for the due execution of the same, in as large and ample manner, as if he the said *Edward Henden* were present in person for the acting or doing thereof: Ratifying and establishing by these presents, all and all manner of act and acts, thing and things whatsoever, the said *E. H.* his Deputy or Deputies, or any of them, shall do herein. In witness whereof, I have hereunto put my Hand and Seal, dated at *Lambeth*, the 17 day of *May*, in the 7 year of, &c.

An Indenture declating the use of a Fine, before levied.

This Indenture made, &c. Between *Edward Henden*, Serjeant at Law of th^e one part, and *Sir Francis Harvey* Knight, one of the Justices of the Court of Common-pleas, *L. H. of H.* in the County of *Middlesex*, Esquire, and *E.* his Wife, on the other part, Witnesseth, That whereas the said *Edward Henden* hath heretofore in the term of *Saint Hillary* last past, before the date of these presents, levied one fine in due form of Law, unto the said *Sir F. H. L. H.* and *E.* of all that the Manor of *W.* with their appurtenances (*rescuing the other Lnds, if any were.*) The which said Fine was levied by such names, number of acres, and other particulars in the said Fine contained; as by the said Fine, reference being thereunto had, doth and may more plainly appear.

Now

Now this Indenture witnesseth, that the use and intent and purpose of the said Fine is, and is by these presents by the said *E. H.* declared, limited, and appointed to be the use and uses, intents and purposes, hereafter in these presents limited and appointed, and to no other use or uses, intent and purposes whatsoever; That is to say, all and singular the said Manors, Lands and Tenements, with all and every of their appurtenances in the said Fine comprized, to the use and behoof of, &c. (*and so declare the uses, as they are limited and expressed.*) And the true intent and meaning of the said Fine further is, and by these presents is declared to be to the intent and purpose that he the said *J. H.* brother of the said *E.* party to these presents, and *Susan* his Wife, shall and may have, and perceive, for and during the term of their naturall lives, and the longer liver of them, one Annuall Rent of the sum of, &c. one hundred pounds of lawfull money, to be issuing out of the said premises yearly at the Four usual Feasts and Terms of the year, and to begin at the first of the said Feasts, which shall be next after the decease of the said *E. H.* party to these presents; And if the said rent, or any part thereof be behind, that then they the said *J.* and *S.* shall distrain in the said premises, or any part thereof, as for a rent-charge. And also they the said *J. H.* and *S.* shall have and enjoy one Messuage, with all the lands of inheritance therewith used, situate in *B.* in the said County of *K.* wherein Doctor *K.* doth dwell, and was late in the occupation of *N. I.* for and during their naturall lives, and the longer liver of them. [Here followeth a Proviso to revoke the uses before limited.] In witness whereof, &c.

**A particular Release of a *Viccaridge*;
and all claime thereunto, together with
a generall Release of all actions and sutes
whatsoever.**

TO all Christian people to whom this present writing shall come, *I S.* of *London*, Doctor in Divinity, sendeth greeting, in our Lord God everlasting. Know ye that I the said *I S.* have remised, released, and forever quite claimed, and do by these presents for me, my heires, executors, and assignes, remie release, and quite claime unto *H G.* of the Parish of *St James Clerkenwell* in the county of *Middlesex* Clerk, all my right, title, claime, interest, and demand whatsoever, which I the said *I S.* have, may, might or ought to have, or shall have, of, in, or to, the Rectory and Viccaridge of *St James Clerken well* in the County of *M.* or either of them, or of, in, or to, the Parsonage or Viccaridge of *St I C.* aforesaid, with all, and all manner of Tithes, and other their appurtenances whatsoever, to the said Rectory and Viccaridge, or either of them, in any wise appertaining, and also all actions, sutes, debts, duties, and demands, for any cause, matter or thing whatsoever, from the beginning of the world, untill the day of the date hereof: So as I, the said *I S.* and my heirs, and all person and persons, claiming by, from, or under me, shall not, neither may have, challenge or claime to have any right, title, interest, or demand, in or to the said Rectory and Viccaridge, or other the premises, with the appurtenances or either of them, but from the same, and every part and parcell thereof, and from all actions, sutes, and demands whatsoever, as aforesaid, shall be clerly and absolutely excluded, and debarred by these presents: *In witnesse* whereof, I the said *I S.* have unto this my present writing, set my hand and seal dated the first day of *November*, in the yeare of our Lord God, &c.

A Letter of Attorney to receive money upon a Bond.

TO all people to whom this present writing shall come,
R.N. of *B.* in the County of *K.* Yeoman, and *Anne* his
 wife send greeting in our Lord God everlasting *Whereas V.W.* of
 the City of *Chester* Alderman, by his Obligation bearing date
 the 26 day of *November* 1650, is and standeth bound to the
 said *Anne*, by the name of *Anne Hamblet* of *Hackney* in the
 County of *Middl Sex* Spinster in the sum of 18 l. of lawfull mo-
 ney of *England*, with condition to pay nine pounds of like mo-
 ney in *Wallingstreet* in *London*, on the second day of *February*
 next comming after the date of the said Obligation, as by the
 said Obligation and Condition may more at large appear: Know
 yee that we the said *R.N.* and *A* my wife, for divers good con-
 siderations us hereunto moving, have made, ordeined, and in
 our stead and place put and constituted, and by these presents
 do make, ordeine, and in our stead and place put and constitute
 our wellbeloved friend *I.C.* of *L.* in the County of *S.* Gent.
 to be our true and lawfull Attorney, Deputy or Assignee, in our
 name, and to our uile to ask, demand, levy sue for recover, and re-
 ceive, by way of composition or otherwise howsoever, of the
 said *V.W.* his executors administrators or assignes, the said sum
 of nine pounds, in the said condition of the said Obligation
 mentioned, and all other sum and sums of money, benefit and
 advantage by reason or means of the said Bond to be had, ob-
 tained, or gotten, and we give, and by these presents grant unto
 our said Attorney, all our full power and authority, in and about
 the premises, the said *V.W.* his executors, administrators and
 goods, and every or any of them, if need shall be, to sue, arrest,
 attach, seize, sequester, implead, condemn, in prison to put, and
 out of prison to deliver, and to appear before all manner of
 Judges, Justices, and Ministers of the Law, and to compound,
 conclude, agree, recover and receive, and after Recovery, receipt,
 or upon every composition or other agreement to be made,
 acquittances or other discharges in our names to make, seal and
 deliver as our Deeds, and one Attorney, or more, under him to
 make.

make, substitute or revoke, and generally to doe, execute, perform, and finish all and every other lawfull act and acts, things and things whatsoever, which in or about the said premises, or any part thereof, shall be needfull, necessary, or convenient, as fully and effectually as we our selves might or could do personally, covenanting and granting by these presents to hold, ratify and allow for good, firm and effectually all and whatsoever our said Attorney shall lawfully do, or cause or procure to be done, in, about or concerning the said premises, or any part thereof, by vertue of these presents. In witness whereof, We have hereunto set our hands and Seals, dated the 23 day of May, in the year of our Lord God, 1650.

An Indorment of livery, and seisin by Attorney.

Quiet and peaceable possession, livery, and seisin of the Messuage lands and tenements, with the appurtenances, within mentioned, was had and delivered by the within named *T B.* Attorney unto the within named *W I.* unto the within named *H R.* and his heires, the 12 day of *Aprill*, Anno Dom. 1634. according to the purport and effect of these presents, in the presence of, &c.

The Attornement of the Lessee of the Lands conveyed by the Feoffment, upon livery and seisin.

Memorandum That *I M.* Lessee of the within mentioned premises, do consent unto the livery and seisin above mentioned, And do Attorn unto the within named *H R.* according unto the purport of this Indenture, in the presence of, &c.

An Indenture, to try a title, upon an ejectment:

This Indenture made, &c. Between Sir *E S.* of *L.* in the County of *Surry* Knight, of the one part, and *I H.* of *C.* in the County of *H.* Yeoman, on the other part, witnesseth, that the said Sir *E S.* for divers good causes and considerations him there-

unto especially moving, hath demised, granted &c to farm letten, And by theſe preſents doth premiſe grant, and to farm let, unto the ſaid *I H.* his executors, and aſſignes, One meſſuage and two acres of land, with all and ſingular the appurtenances, ſituate, lying and being in the pariſh of *C.* in the ſaid County of *H.* To have and to hold the ſaid meſſuage and premiſes, with their appurtenances, unto the ſaid *I H.* his executors, adminiſtrators, and aſſignes, from the Feaſt of the Anunciation of our bleſſed Lady Saint *Mary* the Virgin, laſt paſt, before the date hereof, unto the full end and term of three yeares from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid terme, unto the ſaid Sir *E S.* his executors, adminiſtrators, and aſſignes, one Pepper-corne, if the ſame be lawfully demanded.

Proviſo to determine the Leafe, upon payment of 12 pence.

Provided alwaies that if the ſaid Sir *E S.* his executors, adminiſtrators, or aſſignes, or any of them ſhall be minded at any time, during the ſaid terme, to determine this preſent Leafe, and for that intent ſhall pay unto the ſaid *I H.* his executors, adminiſtrators, or aſſignes, the ſum of 12 d. of lawfull Engliſh money, that then and immediately after ſuch payment of the ſum of 12 d. as is aforeſaid, this preſent Indenture and Leafe, and all and every claufe, article, and agreement therein contained, ſhall be utterly void, fruſtrate, and of none effect to all intents and purpoſes whatſoever, *In Witneſſe* whereof, &c.

Letters Patents for making an Alien to be a free Denizen.

TO all or to whom theſe preſents ſhal come greeting, know ye that wee of our ſpeciall grace and certeine knowledge, meer motion have granted, and by theſe preſents do grant unto *Peter le Pipre*, of the Town of *Armentere* in *Flanders*, or by what other name he be called or known, that he during his life, be held as a lawfull ſubject of us and our heires and ſucceſſors in all things; and ſo ſhall be reputed, called, had, and governed as our lawfull Liege within our Kingdome of England, proceeding, and not otherwiſe, nor in any other manner. And alſo that he ſhall have, exerciſe, uſe, and enjoy, all and all manner of accounts,

accounts, futes, and complaints of what kind soever, in every one of our Courts and Jurisdictions soever, and in the same, plead and be impleaded to answer, and be answered, to defend, and be defended in all things, and by all things, as any of our faithfull subjects born in our Kingdome of England. And moreover, that the said *Petre* may purchase, receive, take, have, hold, buy, and answer lands, tenements, reversions, and such and other hereditaments whatsoever, within our said Kingdome of England, and Dominions thereof; and also to use and enjoy, and give them, sell to alien, or bequeath them to any person or persons whatsoever, if he please at his owne will and pleasure, lawfully, and unpunishable, and that he shall and may enjoy, have and retaine Taverns, Shops, or Houses whatsoever, for the terme of one yeare, or more years, so fully, freely, quietly, wholly and peaceably as any of our liege people, within our said Kingdome of England proceeding, and that it shall be lawfull for any of our subjects, to let unto the said *Petre*, and his assignes whatsoever, Tavernes, Shops, and Houses whatsoever, for the terme of one or more yeares, without any forfeiture or punishment whatsoever, to be incurred for that occasion: And also that he the said *Petre*, all and all manner of liberties, franchises, and privileges of this Kingdome lawfully, quietly, and peaceably, shall have, and possesse, use and enjoy as our liege people, within our said Kingdome of England born, without disturbance, hindrance, molestation, vexation, cavill or grievance of us or our heires, or of any other whatsoever, any Statute, Act, Ordinance, or provision to the contrary hereof, before enacted, made, ordeined, or provision, or any other thing, cause, or matter, whatsoever, in any thing notwithstanding.

Provided alwaies, that the said *Petre* shall unto us Lot and Scot, as other our liege people doe make and contribute, shall pay and contribute, what is just, and shall pay to us, our heires and iuccessors Customs and Subsidies, for his goods and Merchandises, as Aliens doe pay, and have accustomed to pay. Provided alwaies also, that the said *Petre*, to all and singular Ordinances, Acts, Statutes, and Proclamations of this our Kingdome, as well enacted as hereafter to be enacted, shall keep and be obedient according to the forme of the Statute, in that case made and provided; In wittnesse whereof we have caused these our Letters to be made Patents &c.

A Release of Errors, upon a Judgment, in Debt, In the COMMON PLEAS.

BEE it known unto all men by these presents, That I Sir R. H. Knight, Serjeant at Law, have remised, released, and forever quite claimed, and do by the presents, for me, my heires, executors, and administrators, remise, release, and for ever quite claim, unto E. H. Serjeant at the Law, his heires, executors, and administrators, all and all manner of Errour and Errours, and alio all and all manner of writ or writs, and action or actions of errour and errours, which I the said R. H. my heires, executors, or administrators, now have, or hereafter may have, by reason of, or upon one judgement now depending and being against me the said Sir R. H. in the Court of Common pleas at Westminster, of two hundred pounds debt, and 40 s. costs & damages, as by the record thereof, being & remaining of record in the said Court of Common pleas at Westminster, amongst divers other things, doth, and may more plainly and at large may appear; In witness whereof I the said Sir R. H. to this present writing, my hand and Seal have put, the day of February, in the year of our L. G. &c.

A Grant of a reversion, with a proviso to determine it, upon payment of Money.

Nota, that this grant for seven daies was made on purpose to save a Livery and seisin, or other conveyance.

THis Indenture made, &c. Between G. S. of, &c. of the one part, and A. R. of, &c. on the other part. Whereas the said G. S. by his Indenture bearing date the 29 of September last past before the date of these presents, hath bargained and sold unto T. D. of, &c. one messuage or tenement, one Barn with all edifices and buildings whatsoever, to the said Messuage or Tenement belonging or appertaining, and also six pieces or parcels of fresh and salt marish, containing by estimation 56 acres with the appurtenances more or lesse situate, &c. To have and to hold the said Messuage, &c. and all and singular the said premises with the appurtenances, unto the said T. D. his executors, administrators and assigns, from the making of the said Indenture

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for and during the term and space of 7 daies from thence next comming to be compleat and ended, yielding and paying therefore during the said terme, one Pepper corne, as in and by the said Indenture of demise amongst other things doth and may more plainly and at large appeare. Now this Indenture witnesseth, that the said *G S.* for and in consideration of the sum of, &c. to him the said *G S.* by the said *A R.* before the enfealing and delivery of these presents, well and truly in hand paid: whereof and wherewith the said *G S.* acknowledgeth himielfe to be fully satisfied and paid, and thereof and of every part and parcell thereof, by these presents clearly acquitteth and dischargeth the said *A R.* his heirs, executors and administrators, hath given and granted, and by these presents doth give, and grant unto the said *A R.* his heirs and assignes, the said one messuage or tenement (reciting the parcels) and the reversion and reversions, remainder and remainders of all and singular the said premises with the appurtenances, To have and to hold, all and singular the said premises, with all and every their appurtenances unto the said *A R.* his heirs and assignes, for and only to the only use and behoofe of him the said *A R.* his heirs, and assignes, for ever: [Covenant that the Grantor hath full power in his own right to make this grant; And that the premises are and shall so continue, discharged or else saved harmlesse, from all other bargaines, sales, Feoffments, charges forfeitures, &c. And further, that the grantee shall peaceably enjoy without interruption &c. Proviso to determine the grant upon the payment of the sum of &c. The usuall Covenant, if the mony be not paid of further assurance &c. and to deliver the writings concerning the premises, within such a time after default in payment.]

NOTA, Upon this Indenture was this indorsement.

Sealed and delivered by the within named G S. unto the within named A R. in the presence of, &c.

Also the within named *T. D.* lessee of the premises within mentioned after the enfealing and delivery of these presents the said 24th day of *September.* in the yeare of our Lord God, &c. within mentioned did attorn unto the within named *A R.* upon the within mentioned grant of the said premises by the said *G S.* unto the said *A R.* made according to the forme and effect thereof, by the payment of six pence, of lawfull mony of England,

The forme of
an Attorn
ment indorsed
upon the deed.

land, in the name of Attornement, in the presence of &c.

Memorandum, That a Fee simple may be thus conveyed, and an absolute estate of inheritance passe, without either Fine, Feoffment, or bargain and sale, And this was done by the advice of *E. Henden*, Serjeant at the Law, for *M. A R.*

Condition of a Bond, for performance of Covenants.

THe Condition of this Obligation is such that if the above bounden *G S.* his heires, executors, and assignes, and every of them, do from time to time and at all times hereafter, well and truly observe, perform, fulfill and keep all and singular the Covenants, grants, articles, provisoes, and agreements, which on his and their part and behalfe are to be observed, performed, fulfilled and kept, contained, specified and declared in one part of Indentures, bearing date with these presents, made between him the said *G S.* of the one part, and the said *A R.* on the other part, according to the purport, effect, and true meaning of the said Indenture; That then this present Obligation to be void, or otherwise to stand, remain, and be in his full force, power, and vertue,

A Warrant to the Bayliffe of a Mannor, for summoning of Tenants to hold a Court Baron.

Minnorde
South Bock-
land.

THese are to will and require you, that forthwith upon the receipt hereof you give notice and warning to all the Tenants of the said Mannor of *S B.* that they make their personal appearance, at the said Court Baron to be holden at the said Mannor on Tuesday the sixteenth day of *April* next ensuing, by nine of the Clock in the forenoon of the same day, then and there to pay their severall Rents, and do all such sutes and services, as their severall tenures do require. And that you your selfe be then and there present, and there make retourne of all the Tenants names belonging to the said Mannor, in writing, and also of this warrant. And hereof faile not at your perils. Dated &c.
To Tho Jennings Bayliffe per me *T. D. Sen* [illegible]
of the said Mannor.

Give

Give notice likewise to all the tenants of the said Mannor, that at the Court to be holden as abovesaid, they enter their lands and services, lest they be compelled to hold of some other Lords, and by other services. It is a safe course both for Lord and Tenants, and it shall be no charge to the Tenants.

The Patent whereby Serjeant Henden was made Baron of the Exchequer.

TO all, &c. Know yee that we of our especial grace, certaine knowledge, and meer motion have given and granted, and by these presents do give and grant unto our beloved and faithfull *Edward Henden*, Serjeant at Law, the Office of one of the Barons of our Exchequer, and the said *Edward Henden* to be one of the Barons of the Coise in our Exchequer, we do make and ordaine by these presents, to have, hold, and occupy the aforesaid Office unto the said *Edward Henden*, so long as hee pleaseth us. And also we give and grant unto the said *Edward Henden* for the exercise and execution of the Office aforesaid al and singular wages, fees, annuities, monies, freedoms, allowances, commodities profits, emoluments, liberties, priviledges, dignities, enjoyments, authorities, estimations, preeminencies, to the said Office of one of the Barons of our Exchequer aforesaid. due or belonging, or to be due or appertaining, to have, hold, perceive, use, and enjoy the said wages, fees, regards, monies freedoms, allowances, commodities, profits emoluments, and all and singular other the premities to the said *Edward Henden* by the hands of our Treasuror and Chamberlaines, and other our Officers or otherwise, to all intents and purposes, for in and with the Office of a Baron of the Exchequer aforesaid, whatsoever belongeth, or heretofore due, used and accustomed, &c.

A Warrant, to one of the Receivers of the revenues of the Dutchy for payment of 5 l. every term yearly to Sr Edward Henden Knight, one of the Barons of the Exchequer.

TO our trusty and welbeloved *S E. Esq;* our generall Receiver of the revenues of the possessions, parcell of our Dutchy

Hh

of

of *Lanc.* greeting; We will and require you forthwith, upon receipt hereof, to pay or cause to be paid unto Sir *E H.* Knight, one of the Barons of the Exchequer, and one of the Judges assistants of our Court of Dutchy of *Lancaster at Westminster*, the sum of 5 l. of lawfull mony of England (in the name of his fee) for every terme yearly, during the time that he shall continue a Judge assistant to the said Court of Dutchy, and not to fail hereof; and for so doing, these Letters shall be unto you the said Receiver your heires, executors, and administrators, a sufficient warrant and discharge against, &c. for payment thereof from time to time respectively, as the case shall require, and also unto the Auditor and Auditors of the said Dutchy, to make unto you due allowance thereof, upon your next account to be made and taken before him or them, in that behalfe. Given at *Westminster* under the Seale of the said Dutchy, the one and twentieth day of *February*, in the year of our Lord God, &c.

A Condition to save a surety harmlesse.

THE Condition of this present Obligation is such, That whereas the above bounden *A B.* together with the above named *T D.* and one *I F.* Citizen and Mercer of London, by their Obligation of the date hereof, stand jointly and severally bound unto *I W.* of London Widdow, in one hundred and fifty pounds of good and lawfull mony of England, for payment of one hundred and foure pounds of like money, on the twentieth day of *June* next comming, at the now dwelling house of *R A.* Scr. situate on *Corne-hill London*, as by the same Obligation and Condition may appeare. In which Obligation the said *T D.* is so become bound, at the request, and for the only debt of the said *A B.* If therefore the said *A B.* his executors, administrators or assignes, do in discharge of the said recited Obligation, truly pay, or cause to be paid unto the said *I W.* his executors, administrators or assignes, that the said sum of one hundred and four pounds, on the day, and at the place of payment aforesaid; that then, &c. Or else, &c.

Another

ANOTHER.

THE Condition of this present Obligation is such, that whereas the within named *T D.* at the speciall instance and request, and for the only debt of the within bounden *E G.* standeth bound with the said *E G.* unto one *K H.* of London Merchant, in the sum of one hundred and sixty pounds of, &c. by Obligation, bearing date, &c. with condition for the true payment of the sum, &c. at or upon, &c. next ensuing the date of the said obligation, at the house of, &c. as by the said recited obligation and Condition, more at large appeareth; If therefore the within bounden *E G.* his heires, executors, or administrators, or any of them do well and truly content and pay, or cause to be contented and paid, unto the said *K H.* his executors or administrators, or assignes, the said sum, &c. at the time and place limited for the payment thereof, according to the purport of the said condition of the said recited Obligation, and thereof, do from time to time, and at all times hereafter, well and sufficiently save and keep harmlesse, and indemnified, the said *T D.* his heires, executors, administrators, and assignes, and his, and their Lands, Tenements, goods and Chattels, against the said *K H.* his heirs, executors, administrators, and assignes; That then, &c. Or else, &c.

The Award of Serjeant Henden, made the 28 day of January 1631. Between R A. and I C of the Parish of B. in com. Kanc.

TO all persons to whom these present writings Indented shall come, *E H.* Serjeant at Law, sendeth greeting: whereas *R A.* of *B* in the County of *K.* Yeoman, and *I C.* of *B.* aforesaid Yeoman, have by their severall writings obligatory, bearing date, &c. *Anno Dom.* &c. bound themselves each to other in the sum of 500 l. a piece of lawfull English money, Conditioned to stand to, obey, perform, fulfill and keep, the award, arbitrimēt, ordinance, determination and judgment of me the said *E H.* Arbitrator indifferently named, appointed, elected, and chosen, as well on the part and behalfe of the said *R A.* as on the part and behalfe

halfe of the said *IC.* to arbitrate, award, decree, judge, rule and determine of, for, upon, touching and concerning all and all manner of actions, and causes of actions, sutes, quarrels, variances, diicords debates, duties, accounts trespasses, claims, controversies and demands whatsoever, had, moved, stirred, commenced, or depending between the said parties for any matter, cause or thing whatsoever, from the beginning of the world, untill the day of the date of the said Obligation, so that the said arbitrement, ordinance, decree, finall determination and judgement, of me the said *E H.* of and upon the said premises, were made and given up by the said *E H.* in writing, under his hand and seale ready to be delivered unto the said parties demanding the same on this side, and before the 2 day of February, then next ensuing the date of the said Obligation, as by the said writings obligatory and the conditions therein specified, reference being thereunto had, doth and may more plainly and at large appear. Now I the said *E H.* taking upon me the burthen of the said arbitrement, for a finall and peaceable end between the said parties, do by these presents make and publish my order, award, and arbitrement, concerning al and singular the said premises unto me as afore said submitted in manner and form following.

Impremis. I do award, arbitrate and order, that the said *IC.* and his assignes, shall and may hold and enjoy one house, and the lands therewith used and occupied, with their appurtenances, now in the tenure or occupation of him the said *IC.* in *B* afore said, without paying any rent, or other charge for the same, untill the 19 of May next ensuing the date of these presents, he the said *IC.* or his assignes: doing no wast upon the same, nor plowing any other land then now is allowed. And that the said *IC.* and his assignes, shall, at or before the said nineteenth day of May, next ensuing the date hereof, leave and yield up unto the said *RA.* his heires, and assignes, the quiet and peaceable possession of the said messuage, lands, and all and singular the said premises, with their appurtenances and cleerly depart, and remove off and from the same, except such part of the said Land, as is now sowne with Corne or graine, the which he the said *IC.* shall and may keep and enjoy, untill the next harvest; that he may cut and carry away the said Corne and graine, and that then he the said *IC.* shall leave and yield up the quiet possession of such part thereof,

thereof, unto the said *R A.* his heires or assignes, and wholly depart from the same.

Item, I further award, arbitrate, and order, that if the said *I C.* and his assignes, shall and doe, at or before the said 19 day of May, next ensuing the date hereof, leave and yeeld up unto the said *R A.* his heires or assignes the quiet and peaceable possession of the said messuage lands and premises, with their appurtenances (except as is before excepted) according to this order and arbitrement, that then the said *R A.* his heires, executors, or assignes, shall well and truly pay, or cause to be paid, unto the said *I C.* his heires, executors, or assignes, at or upon the three and twentieth day of May next ensuing the date hereof, in the South porch of the said parish Church of *B.* aforesaid, the sum of 50 pounds of current mony of *England.*

Item, I also further order and award, that the said *I C.* his executors or assignes shall at or upon the said three and twentieth day of May, next ensuing the date hereof, by his sufficient deed in writing remise and release, unto the said *R A.* his heirs, executors, and assignes all manner of actions and causes of actions, suits, quarrels, variances, discords, debates, debts, accompts, trespasses, claims, controversies, and demands whatsoever, had, moved, stirred, commenced or depending between him the said *I C.* and the said *R A.* for any matter, cause or thing whatsoever from the beginning of the world untill the second day of October, last past, before the date of this present award. And the said *R A.* his executors or assignes, shall at or upon the said 23 of May next ensuing the date hereof by his sufficient Deed in writing remise and release unto the said *I C.* his heires, executor, and assignes, all and all manner of actions and causes of actions, suits, quarrels, variances, discords, debates, duties, accompts, trespasses, claims, controversies and demands whatsoever, had, moved, stirred, commenced, for depending between him the said *R A.* and the said *I C.* for any matter, cause or thing whatsoever, from the beginning of the world untill the said second day of October last past, before the date of this present award; In witness whereof, the said *E H.* to the present Indentures, his hand and seale hath put, dated the 20 day of January in the year of our Lord God, &c.

Scaled and delivered by the within named E H. the day and year within written in the presence of

A

*A sale and confirmation of an estate of a Lease of 100
yeares, to an assignee of part of the terme.*

THis Indenture made, &c. Between *T P.* of *B.* in the County of *K.* Clothier, of the one part, and *T P.* of *M.* fuller on the other part, *Witnesseth*, That the said *T P.* for and in consideration of the sum of &c. specified and contained in one Indenture, bearing date the 20 day of *September Ann Dom.* &c. made between him the said *T P.* of the one part, and the said *T P.* of the other part, hath given, granted, bargained, sold and confirmed, and by these presents, doth fully, clearly, and absolutely, give, grant, bargain, sell, and confirme unto the said *T P.* his executors, administrators, and assignes, all and further estate, right, title, interest, and terme of years, which he the said *T P.* his executors, administrators or assignes, or any, or every of them, have of, in or to one piece or parcell of Land arable and pasture, containing by estimation, &c. situate, lying and being &c. as the meets and bounds thereof on every side do divide and shew forth; And also all estate right, title, interest, and terme of years, which he the said *T P.* his heires, executors, administrators, or assignes, or any of them, have or hath, of, in, or to, all these three pieces or parcels of Land, containing by estimation, &c. lying and being, &c. as the meets and bounds thereof do divide, and shew forth all and singular which said premises were heretofore demised by two severall Indentures of Lease unto *I P.* Father of the said *T P.* party to these presents, the one by *E D.* of *A.* in the said County of *K.* Esquire, bearing date &c. and the other by *R S.* of *M.* alias *M.* next *S.* in the said County of *K.* bearing date, &c. for the terme of one thousand yeares, as in and by the said severall Indentures; reference being thereunto had, doth and may more plainly and at large appear, To have and to hold, all and singular the said estate, right, title, interest, and terme of years yet to come, and unexpired, of him the said *T P.* his executors, administrators, and assignes, of, in, or to the said premises, with their and every of their appurtenances, or of, in, or to every part and parcell thereof, unto the said *T P.* his executors, administrators, and assignes, for, during, and untill the

the residue of the said terme of one thousand years in the said recited Indenture specified and conteined, be fully compleat and ended; In witnesse, &c.

A grant by the Stewards of liberties, to certeine persons, to be their Bayliffes, and to collect all issues, Fines, and amerciaments, &c.

TO all Christian people to whom this present writing shall come, *T D.* of Graies Inn, in the County of *Mid.* Gentleman, and *W B.* of *H.* in the County of *York* Gent. sendeth greeting in our Lord God everlasting. Whereas *George* &c. by his Indenture bearing date &c. and signed by him the said *I.* and under his seale hath granted the Stewardship of all and singular his liberties within the County of *York* together with all and singular the appurtenances thereto belonging unto the said *T D.* and *W B.* for the term of their naturall lives, and the longer liver of them, as in and by the said Indenture remaining of Record in the Court of Exchequer amongst other things it doth and may appear. Now Know ye that we the said *T D.* and *W B.* for divers good causes and considerations us thereunto especially moving, have authorized nominated, deputed, constituted, and appointed, and do by these presents authorize, nominate, constitute, appoint our well beloved *W A.* and *W C.* within the said County of *York* my Bailiffes, of all and singular the said Liberties of the said *G.* &c. within the said County, and to execute the Office of Bailiffes, within the said Liberties, and to receive, collect, and gather all and every such issues. Fines, amerciaments, sum and sums of money, as shall at any time, arise, grow due, or accrue unto the said *G.* &c. or unto us the said *T D.* or *W B.* within all or any of the said Liberties, within the said County of *York*, the said *W A.* and *W C.* giving unto the said *G.* a just account of all such sum or sums of money, which they or either of them shall so receive within three moneths after they have received the same and to doe and perform all and every such other thing and things whatsoever, belonging and appertaining to the Office of Bayliffs, within the said liberties, ratifying and establishing

thing by these presents, all and all manner of lawfull and reasonable act and acts, thing and things whatsoever, as they the said *WA.* and *WC.* shall do in the premises within the said Liberty as aforelaid, or for the due execution of the same, in as large and ample manner, as if we the said *TD.* *WB.* were present in our persons for the acting or doing thereof: In witnesse whereof we the said *TD.* and *WB.* have hereunto put our hands and seals, the 18 day of July, in the yeare of our Lord God, &c.

A bargain and sale to the, &c. of a Prebend, &c.

THis Indenture made the, &c. Between, &c. on the one party, and Sir *IM.* Knight, on the other party, Witnesse, That the said Sir *IM.* Knight, for certaine causes and considerations him especially moving hath bargained, sold, given, granted, and assured, and by these presents doth fully and clearly bargain, sell give and grant unto, &c. all that his Prebend of *T.* in the County of *S.* with all and singular his rights, members and appurtenances. And also the advowson gift, presentation, collation, and right of patronage of the same prebend, which said prebend the said Sir *IM.* lately had to him and his heires for ever, of the gift and grant of, &c. as by his Letters Patents thereof made under the Great seale of England, bearing date, &c. to the said Sir *IM.* amongst other things more plainly appeareth. And also all and singular his Lordships, Mannors, Messuages, Houses, Buildings, Lands, Tenements, Meadowes, Leases, Pastures, Rents, Reversion, Services, Woods, Underwoods, Personages, Chappels, Advowsons, Glebelands, Tithes, Oblations, Obventions, Pensions, Portions, Fruits, Profits, Commodities, Emoluments, and Hereditaments whatsoever, with their Appurtenances whatsoever, as well spirituall as temporall, of what kind or nature soever they be, or by whatsoever names they be called or known, set lying and being, continuing, growing or renewing in the Towns, Fields, Parishes, or Hamlets of *T.* and *R.* in the said County of *S.* and in *I.* in the County of *W.* and elsewhere in the said Counties, or in either of them, or within the Realm of England, in any manner of wise belonging or appertaining. And further the said Sir *IM.* by these presents bargaineth and selleth unto our said Sovereigne Lady, all the rents,

A bargain and sale of the rents, reserved upon any Leases or grants, of the premises, together with the deeds and evidences

and

and the yearly profits whatsoever reserved upon all Leases or grants made of the premises, or of any part or parcel thereof, together with all and al manner of Letters Pattents, Deeds, Evidences, Charters, Court-Rols, Terrers, Esripts, Indentures, Leases, Writings, and minuments concerning only the said Prebend Lordship, Mannor, Messuages, Lands, Tenements, and other the premises, or only any part or parcel thereof, and as many of the same Letters Patents, Evidences, Deedes, Charters, Court-Rols, Rentals, Terrers, Esripts, Indentures, Leases, Writings and minuments as now be in the hands or custody of the said Sir I M. or of any other person or persons to his use, and which he may conveniently get or come by, without sute in Law for the same Sir I M. Covenanteth and granteth by these presents to deliver or cause to be delivered into the Court of Exchequer, or to such other place or places, as by the Treasurer and Barons or Officers of the said Court of Exchequer, or any of them, shall be appointed, to the use of, &c. at or before the Feast of Easter next comming after the date of these presents; And also all and singular other evidences, writings, and minuments concerning only the premises, or only any part or parcel thereof, which at any time after the said Feast shall chance to come to the hands or possession of the said Sir I M. or his heirs, the same Sir I M. covenanteth and granteth, to and with, &c. by these presents, to deliver or cause to be delivered into the said Exchequer, or into such other place as shall be appointed in form aforesaid, to the use of &c. from time to time as the same shall chance to come to the hands or possession of the same Sir I M. or of his heirs; To have and to hold the said Prebend, Lordship, Mannor, and all and singular the said messuages, lands, tenements, Meadows, pastures, Leases, rents, reversions, services, advowsons, and other the premises, with all and singular their appurtenances, to &c. and assigns for ever to the only use and behoofe of the said &c. and assigns for ever. And the said Sir I M. Covenanteth and granteth, to and with, &c. that the same Sir I M. is very true owner in fee simple of & in the premises & hath full power and authority to bargain and sell the same unto, &c. in form aforesaid. And also the said Sir I M. Knight, covenanteth and granteth for him and his heirs, to and with the said, &c. by these presents, That the same Prebend Lordship, Mannor, lands,

Covenant by the bargainer, to deliver the evidences which he hath, or may have, without sute in law, into the Exchequer, or other place assigned by the Officers of that Court, before such a day.

The usuall Covenant that the bargainer is true owner in fee simple, and had full power to sell the premises.

Covenant, that the lands are of such a value.

renements, and other the premises, now be of the yearly value of thirty three pounds, or thereabouts &c.

A Lease of a Prebend.

THis Indenture made, &c. between *I S.* Esquire, of, &c. in the County of Suffex, on the one part, and *F E.* Esquire on the other part; Witnesseth, that the said *I S.* hath demised, granted, and to farm let and let and by these presents demiseth granted, and to farm letteth and letteth unto the said *F E.* his heirs, executors and assigns all that his prebend or scite of *Colworth* afore said, with all rents, services lands leases and pastures, to the said prebend, scire, or farm belonging or appertaining, and all fines, herriots, wards, marriages, reliefes, multures, eltates, and tythes perquisites of Courts, ameriements, escheares, Courts, Court-Barons, emoluments waters, pisheries, fishings, and all other Royalties, commodities, profits, advantages, liberties, freedoms, and easements whatsoever they be now, or at any time hereafter, to the said prebend, scite or Farm of *C.* afore said belonging, or in any wise appertaining, To have and to hold the said Prebend, scite or farm of *C.* afore said, with all and singular their appurtenances thereunto belonging, as is afore particularly and severally rehearsed and declared, to the said *F E.* his heirs, executors, & assigns from the Feast of the Annuntiation of our Lady, next comming after the date hereof, to the end & term of fourty ore years, from thence next and immediately following, & fully to be compleat and ended: yielding and paying therefore yearly unto the said *I S.* and to his successors during the term afore said, 18 l. of lawfull money of England, at two times in the yeare: that is to say, at the Feast of the annuntiation of our Lady, and St. Michael the Archangell, by even portions.

And if it fortune the said yearly rent of 18 l. or any part or part all thereof, to be behind and unpaid, to the said *I S.* or his successors, at any time or times during the term afore said, by the space of 40 days, next after either of the said Feasts of payments, at which it ought to be paid, the same being lawfully asked, required, and demanded that then it shall be lawfull for the said *I S.* and his successors, during the terme afore said, into the said prebend, scite or farm of *C.* afore said, and into every part and member of the same, to enter and distraine, and the distresse so there taken, by the said *I S.* or his successors, during the terme afore said,

Covenant that it shall be lawfull for the lessor to enter into the premises and distraine for the rent behind, and the distresse to detain, till he be satisfied of the rent,

aforesaid, to lead, carry, and drive away, and then to withhold, untill the said yearly rent of 18 l. with the arrearages of the same be behind, if any be, to the said I S. and his successors during the terme aforesaid, fully satisfied, contented and paid.

Provided alwaies, that the said I S. and his successors, during the terme aforesaid, shall sustein, uphold, maintain and keep the said Prebend, site, or farm, and all other edifices, and buildings thereunto belonging, in all manner of necessary reparations, upon his or their own cost and charges, so oft as it be needfull, during the terme aforesaid; In witnesse whereof. &c.

Proviso, that the Lessor shall keep the premises necessarily repaired, at his own cost during the terme.

This Lease is confirmed both by, &c. and his, &c.

A Condition of an Obligation, to make a Release.

THe Condition of this Obligation is such, that whereas the above bounden L P. and F. his wife, have by their Indenture of covenant bearing date with these presents, together with E O. widdow, and G C. Yeoman, and E his wife, A O. S O. and M O. covenanted and agreed to levy and acknowledge unto the above named A W. and his heires, or to such person or persons as the said A W. his executors or assigns shall nominate or appoint, one fine in due form of law of and concerning one capital messuage &c. with their appurtenances, containing by estimation, &c. lying, &c. and now in the possession of the said E O. or her assigns, unto the only use and behoofe of the said A W. his heires, and assigns, and of 7 other messuages, &c. with the appurtenances, lying, &c. to the use and behoofe of the said E O. and her assigns, for and during her naturall life, and after her decease then to the only use and behoof of the said A W. his heirs and assigns, with this proviso, or upon condition therein contained, that he pay certaine sums of money, as by the said Indenture more at large appeareth. If therefore the said A W. his heirs and assigns shall and may for ever hereafter, quietly and peaceably have, hold, occupy, possesse, and enjoy the said capital messuage, &c. with their appurtenances, now in the possession of the said E O. or her assigns, of and from all charges, troubles and incumbrances whatsoever, had made or done by the said L P. and F. his wife, and the survivor of them, and the heirs and assigns of them shall, at such times as the said A W. his heirs or assigns shall pay unto them, or any of them, the sum of money to them limited to be paid, by and according to the tenor and ef-

fect of the proviso in the said Indenture contained, seale and deliver one sufficient release or discharge in writing, testifying the receipt of the said monies, the said release or discharge being then made and rendred unto them by the said *AW*. his heires, or assigns, and if that ever after the payment of the said mony to the said *L P.* and *F.* his wife, and either of them. And also if be the said *L P.* and *F.* his wife, or either of them, their executors, or assigns, according to the purport and effect of the said proviso, he the said *AW*. his heires, and assigns, shall and may quietly and peaceably, have hold, occupy, possesse, and enjoy the said other seven messuages, &c. with their appurtenances, discharged of, and from all charges, troubles, and inumbrances whatsoever had, made or done by the said *L P.* and *F.* his wife, or the survivor of them, or the heirs or assigns of either of them, That then &c. Or elle, &c.

An Indenture of Covenants upon Marriage, with extraordinary Covenants therein contained.

Consideration
of a Marriage

THis Indenture made &c. between *WM.* of &c. and *EM.* of &c. of the one part, and *EM.* of, &c. of the other part, *Witnesseth.* that for; and in consideration of a Marriage of late had and solemnized between the said *EM.* and *E* his now Wife, Daughter of the said *EM.* and in part of performance and accomplishment of the provisoes, Articles, and Agreements, that passed and were made upon the conclusion of the same Marriage, and for reducing of the same into Covenants; and also for the more security for conveying and assuring of a competent Jointure to and for the said *E.* of the inheritance of the said *W.* and *EM.* to be and remaine to the severall uses intents and purposes hereafter and herein declared; and for divers other good, just, lawfull and reasonable causes, respect, purposes and considerations, the said parties herunto especially moving: It is covenanted, granted concluded, confirmed, condescended, determined and agreed by, and between the said Parties to these presents for themselves, their heirs, &c. and to the effect and form following, *viz.* First, the said *W.* and *EM.* for themselves, their heires, &c. do covenant, grant, and promise to, and with the said *EM.* his heires &c. by these presents. That the said *W.* and *EM.* or either of them and their heirs, and the heirs of either of them shall and will at all times hereafter, and from time to time at, and

An Covenant
to make
Estates,

upon

upon the reasonable request, costs, and charge in the Law of the said *E. M.* his heires, &c. make seale, deliver knowledge, perform, perfect and execute, and cause and procure, and suffer to be made, &c. unto such person and persons as by the said *E. M.* his, &c. thereunto nominated and appointed all and every such Estate, Fines, Feoffments, conveyances, acts things, devises, and assurances in the Law as by the said *E. M.* his heires, &c. or his or their learned Councell shall be devised or required for the assuring, conveying, passing, and sure making of all and singular those messuages Lands, Tenements, and Hereditaments, *cum pertinentiis, &c.* To have and to hold the said Messuages &c. unto the said Person or Persons to be named and appointed as aforesaid, and his or their heires or assignes to the severall uses intents and purposes, and upon, with and under the provisos and limitations hereafter in these presents expressed and declared, and to none other use, intent, purpose limitation or meaning (that is to say) It is covenanted, granted, conceded, concluded and agreed by & between the said parties to these presents for themselves their heirs &c. and it is their full meaning, agreement, purpose and intent, That the said Estate, Fines, Feoffments, conveyances, and assurances for and touching, &c. shall be, and the said person or persons to be named and appointed as afore said, and his or their heirs or assignes shall stand and be thereof seised to the use and behoof of, &c. And the said *W. M.* and *E. M.* for them their &c. doe Covenant, &c. and either of them for and by himselfe his heires &c. That they the said *W. M.* and *E. M.* and either them, or one of them at the making and executing of the said conveyances and assurances are true, lawfull, and perfect Owner of the said messuages lands tenements and hereditaments, *cum pertinentiis*; and are thereof lawfully seized in possession of an absolute Estate in Fee simple, Fee-tail, or the one of them and are thereof seised in possession for term of his life, with the immediate reversion or remainder thereof over to the other of an estate of Inheritance, & shall then have full power, right, title & authority to pass, convey, & assure the premises, *cum pertinentiis*, to the uses, &c. according to the effect aforesaid. And that they the said *W. M.* & *E. M.* and either of them their heires, &c. shall and wil at all times hereafter acquit and discharge, or otherwise, from time to time upon reasonable notice and request fully and sufficiently save harmless as well

Haben d. for
uses.

Covenant to
whose use it
shall be.

That they are
true owners,
and are seised
in Fee, &c.

And free from
incumbrances

That they shal
enjoy.

That he shall
not doe any
act to make
void the E-
states, nor to
disable him
to sell.

aswell the said messuages, &c. as also such person or persons to whom any use or estate is before by these presents limited or appointed of, for, from, touching and concerning all and all manner of bargain, sales, gifts, grants, fines, feoffements, estates, entails recoveries, executions, limitations, *presente contingente*, and future uses, statutes, recognizances, judgements, rents, charges, troubles, leases, extents, entrustions, issues, liveries, forfeitures, ceptions. And that he the said *E. M.* and *E.* his wife, and the said *E. M.* and his heirs, and the said severall sons the heirs of their severall bodies lawfully to be begotten, and all and every other their heire and heirs to whom any use or estate is by these presents before mentioned, intended, limited, appointed or declared shall and may quietly and peaceably have hold, occupy and enjoy the said premises, *cum pertinentiis*, according to the uses and true meaning before declared, and the assurances hereafter to be made and passed in that behalfe without any let, sute, vexation, hinderance, expulsion, eviction, interruption or trouble of the said *W. M.* or his heirs or assignes, or of any other person or persons lawfully claiming from, by, or under him or them, or by his or their means, assent, commandement, or procurement, (*Exceptions*) And that the said *W.* and *E. M.* nor either of them, shall not at any time or times hereafter make, do, attempt, assent unto, knowledge, execute, or willingly suffer any manner of estate, conveyance, assurance, act, thing, matter or device whatsoever, whereby, or by reason whereof the uses and estates before declared, or any of them for and touching the said Lands and Tenements, or any part or parcell thereof, shall and may be discontinued, cut off, debarred, overthrown or made void, or whereby the said *E.* or any of the said sons or any heire of any of their bodies lawfully begotten, or the heire of the body of the said *E. M.* upon the body of the said *E.* lawfully to be begotten, or the said *E. M.* or his heirs, shall or may by any means be defeated, defrauded, excluded or disinherited of the premises, or any part or parcell thereof, or of any use or estate hereby to him or any of them appointed, limited or intended to be contained or mentioned in any of the said conveyances, or assurances, contrary to the true meaning of these presents, or whereby or by reason whereof the said *W. M.* and *E. M.* or any of them shall or may in any sort or degree be disabled perfectly, sufficiently and surely to make,

make passe, convey and assure the said Messuages, Lands, and Tenements, or any part or parcell thereof, according to the uses, limitations and true meaning of and in these presents expressed and declared. And the said *W M.* and *E M.* for them, their heires, &c. and either of them for and by himselfe, his heires, &c. do and doth in consideration of the said Marriage, and for and in consideration of the said naturall love, good will, zeale and fatherly affection which the said *W M.* hath and beareth towards the said *E M.* and for the conveying and assuring of the said Jointure and for the establishing setting and assuring of the said Messuages, Lands and Tenements, *cum pertinentiis*, to the severall uses, behoof and purposes before herein expressed and declared, and for and in respect of divers other good causes and considerations them especially moving, grant, covenant and promise to and with the said *E M.* his heires, &c. That if or in case the said Messuages, Lands and Tenements, or any part or parcell thereof shall happen not to be by good and sufficient conveyance and assurance in Law sufficiently conveyed, passed and assured to the uses, intents, behoofs and purposes aforesaid within the space of &c. next ensuing the Date hereof: That then and from thenceforth the said *W.* and *E M.* and either of them and their heires and assigns, and the heires and assigns of either of them, and all and every other person and persons that then shall stand and be seised of, and in such and so many of the premises as shall not be sufficiently and perfectly conveyed, passed and assigned to the uses aforesaid, shall stand and be thereof seised to such severall uses, respects, purposes, limitations and intents, and under such provisos and conditions as are before by and in these presents limited, expressed, appointed and declared for and touching the same, according to the true meaning of these presents: Provided alwaies, a devise granted, concluded, confirmed, determined and agreed by and between the said parties to these presents for themselves their heires &c. And it is also their full meaning agreement purpose and intent, That if the said *E.* shall happen to de cease and depart this life before her full age of 24 years, without any issue of her body of, and by the body of the said *E M.* lawfully begotten then living, or in case she have the issue living, if the same issue happen to de cease and depart this life before such time as the said *E.* if she had lived should

If the land be not passed before the day, then they to stand to the uses before declared.

* Proviso, that if *E.* dy before she be aged 24 years, without issue living, or if it be alive, and live not till shee should have been aged 24 years: if shee had lived, then the estate to be void, and they to stand seised to the use of *E M.* till *W M.* pay him 500 l. then the Estate to be to the use of *W M.* and *E M.* for her jointure:

should have accomplished the said age of, &c. That then and from thenceforth the uses before herein declared and expressed for and touching the said Messuages, Lands, and Tenements, *cum pertinentiis*, by and in these presents limited and appointed to be conveyed to and for the Jointure of the said E. shall utterly cease, determine and be void to all intents and purposes. And that then and from thenceforth, and at all times after the said estates feoffment, conveyances and assurances for and touching the said Lands and Tenements, *cum pertinentiis*, shall be, and shall inure, and the said Person or persons to be named and appointed, as aforesaid, and his or their heirs and assigns shall stand and be thereof seized to the use and behoof of the said E. M. and his heirs, until the Feast of &c. that the said W. M. his heirs &c. shall well and truly pay, content and satisfy unto the said E. M. his, &c. at his now dwelling house situate, &c. the sum of, &c. without fraud or covin, and that from and after such payment, the same appointed estates, feoffments, conveyances and assurances for and touching the premises limited and appointed to and for the Jointure of the same E. shall be, and the said person and persons to be nominated and appointed as aforesaid, and his and their heirs and assigns shall stand and be thereof seized to the use and behoof of the said W. M. and E. M. and their heirs and assigns for ever. Any thing in these presents contained or to be contained in the same estates, feoffments, conveyances and assurances, or any of them to the contrary thereof in any wise notwithstanding: Provided alwaies, and it is nevertheless fully concluded, consended and agreed by and between the said parties to these presents and every of them, That if the said W. G. and R. G. or any of the heirs of the body of the said E. M. lawfully begotten shall at any time or times hereafter willingly, advisedly, or actually attempt, or go about to commit or do, or cause to be done any act or acts, thing or things whatsoever of the said Mannors &c. to be assured or conveyed or any part or parcell thereof, whereby, or by means whereof any estate, use or possession above in these presents, limited or expressed, or any of them shall or may be in any wise discontinued, impeached, charged, hindered, cut off, barred or extinguished contrary to the intent and true meaning of these presents, except such act and acts, thing and things as are in or by these presents mentioned,

Proviso, that if any of the Feoffees do any act to hinder the estates, then the estate of them so attempting shall go to the other Feoffees.

licensed,

licensed, limited or permitted, and except the lawfull and reasonable Dower of such woman or women as are, or shall be, his or their lawfull wife or wives, That then immediately, and from and after every such attempt of the said *V G W G*. or *R G*. or any of them, or any of the heires males aforesaid, the estate, use remainder and possession of such of them as so shall willingly, advisedly and actually attempt, go about, doe commit, or cause to be done any such act or acts, thing or things, shall cease and determine of, and in, and for such part onely of the said Mannors, &c. whereof any such attempt or going about shall be had or made, as is aforesaid, as though such person or persons so attempting, or going about were naturally dead; and that, yet nevertheless, all other severall uses, estates and remainders now by these presents limited, and expressed of, and for the same, shall stand and be of and in the same, and in the like sort as if such person or persons so attempting, or going about were dead: And, that then and from thenceforth the said conveyance and assurance shall be, and the said Feoffees and their heirs, and all other persons to whom any such conveyance or assurance as is aforesaid, shall be had or made, and their heirs shall stand and be seized of, for and concerning so much, and such parcell onely of the said Mannors, &c. so to be conveyed and assured, whereof any such attempt or going about shall be had or made to the use and behoof of such other person and persons, as should or ought to have the same by the intent and true meaning contained in these presents, next after the death of the said person or persons so going about or attempting in such sort and manner, and of such estate and estates as is aforesaid limited, and as he or they should or ought to have the same, if the said person or persons so attempting or going about to doe any act or thing were then dead: Any thing in these presents contained &c. notwithstanding. Provided also, that if the said *V G*. or any of the Sons of the said *V G*. lawfully begotten, or any other which then shall be heir apparent of the said *V G*. shall in the life time of the said *V G*. marry or take a Wife, or contract Marriage without the consent of the said *V G*. first had and obtained in writing, That then the estate, use remainder and possession of every such person and persons so marrying and contracting, shall cease, determine, and be void as though such person and persons so marrying or contracting, were naturally dead. And that yet nevertheless all other the severall uses, estates and remainders now by these presents limited and expressed of and for the said Mannors, &c. shall stand and be of and in the same, and the like sort, as if such person and persons so marrying and contracting were dead, and that

Proviso,
that if any
of the Feof-
fees marry
without the
consent of
V G then
their E-
states shall
be to them
which
ought to
have it as if
he had
been dead.

the said conveyance or assurance, and the said Feoffees and their heires and assigns, and all other persons to whom the said conveyance and assurance as is aforesaid shall be had or made, and their heires shall stand and be seized of, for and concerning the said Mannors, &c. to be conveyed or contained in the said conveyance and assurance to the use and behoof of such other person or persons, as should or ought to have the same by the intent and true meaning of these presents, next after the death of the same person or persons so marrying or contracting in such sort or manner and form, and of such estate and estates as is before limited and as he or they should or ought to have the same, if the same person or persons so marrying or contracting were then dead: Any thing herein contained &c. notwithstanding. Provided alwaies and it is the true &c. that it shall and may be lawfull to and for the said *V G.* by his writing or writings indented, sealed with his seale, and subscribed by him in the presence of three witnesses at the least, or by his last Will and Testament in writing to be sealed and subscribed by him, or published in the presence of three witnesses at the least, to give, grant, limit or appoint to every or any woman that is or shall be hereafter his lawfull wife one annuall or yearly Rent not exceeding the sum of 100 l. by yeare to any such woman to be severally issuing and growing out of the said Mannors, &c. so to be conveyed and assured, of any part thereof. *Habend.* the said annuall Rent to every or any such woman for term of her life, for, and in the name of her Jointure the same to be paid at the Feasts of, &c. yearly by even portions; the first payment to begin at such of the said Feasts, as shall happen next after the decease of the said *V G.* Provided alwaies and it is in like manner agreed, &c. *ut supra*, to give, grant, limit and appoint unto *A B.* and his heirs one other annuall and yearly rent, charge of 100 l. *per annum*, to be issuing and going out of the said Mannors, &c. to be conveyed or assured as aforesaid, or out of such part thereof, as shall be liable and sufficient to, and for the same. *Habend.* the said annuall rent of 100 l. to the said *A B.* and his heirs, under and upon such conditions, limitations, trusts and confidence as hereafter is in these presents contained and expressed, the same to be paid at the Feasts aforesaid by even portions, and the first payment thereof to begin at such of the said Feasts as shall happen next after the decease of the said *V G.* Nevertheless it is the intent and meaning of the said Parties to these presents, That the said *A B.* and his heires shall have and receive of the said annuall rent of 100 l. upon a speciall trust and confidence,

Proviso,
that it shall
be lawfull
for *V G.* to
make his
wife a Jointure of
100 l. a
yeare, during her
life.

Proviso,
that it shall
be lawfull
for him to
give unto
A B. 100 l.
per annum,
in consideration
that
he is to pay
his daughters
portions.

fidence that he and his heirs, of, and with such sums of money, as shall be had and received thereof, and thereby shall content and pay, or cause to be paid as well to every daughter of the said *V G*, upon the body of the said *M*, his wife, lawfully begotten, or hereafter to be begotten, which shall be living at the time of the decease of the said *V G*, and not married (except such as shall dy if they be married, the full sum of, &c. apiece for and towards their advancement and preferment in marriage, or otherwise, as also to such of the said daughters of the said *V G*, as shall be married in his life time, and whose marriage-mony agreed upon by him in his life time, shall be unpaid in part of the whole at the time of his decease, such sum and sums of money as with such part of the said marriage-mony which shall be paid in the life of the said *V G*, shall extend to be and for every such daughter 500*l*. apiece in the whole, the same to be first paid and discharged according to such Covenants, Bonds and agreements as shall be made by the said *V G*, in that behalfe, and then the other sums aforesaid to be leavied and paid to every other of the said daughters successively according to the order and priority of their age and birth. Provided, that it shall and may be lawfull to and for the said *V G*, by his deed or deeds Indented to be sealed with his seale, and lawfully executed to demise, grant, or let to farm all and every the said Mannors, &c. except to any Person or persons for 27 years, or three Lives or for 21 years, or under in possession only, and not in reversion or remainder, or for any term of years determinately, and to be determined upon two or three Lives; so that the antient yearly rent and service, or more, be reserved payable yearly upon every such demise and lease to have continuance during the terms thereof, and so that no such lease be made without impeachment of waste, by reason of any expresse words to be contained in the same. And it is condescended, concluded and agreed upon by and between the said parties to these presents, and every of them, * That the conveyance and assurance, and the said Feoffees and their heirs shall stand and be seised of and in the said Mannors, &c. so to be charged, leased, and demised to the use, intent, and purpose, That every such person to whom any such grant or rent shall be made, their heirs and assigns shall and may from time to time for non-payment of the said severall rents, enter into the said Lands and Tenements so to be charged and distraine for the same, and the arrearage thereof, as in case of a rent-charge, and also to the intent and purpose, that every such demise and Lease shall be good and effectual in Law according to the purport and effect thereof; So as the Lessees and their assigns do from time to time, and all times pay the rent and doe the service reserved

Provido,
that it shall
be lawfull
for him to
let to lease
or lives.

* That it
shall be
lawfull for
the Feof-
fees to dis-
traine if
the rent be
unpaid.

That it shall
be lawfull
for *V G.* to
revoke the
uses.

Provido,
that it shall
be lawfull
for *S.* to
grant the
Lands to
any body
till *R S.* pay
him 200 l.

thereupon, and perform the Covenants contained in the same Lease. Any thing herein contained, &c. notwithstanding. Provided alwaies that the said *V G.* shall and may by the licen^e and assent of the said *E M.* under hand and seale of the same *E M.* or his heirs first had and obtained in writing, alter, change, repeale, and revoke the use or limitation before-mentioned, or any of them, and by the same, or afterwards, by any other conveyance, limit or appoint such part of the said Mannors, &c. whereof any such license shall be had and procured to be to such uses and of and for such Estate and Estates, and for such person and persons and his or their heirs as the said *V G.* shall by writing Indented, sealed with his seale, and subscribed by him in the presence of three witnesses at the least, shall declare, limit, or appoint. And it is agreed by and between the said parties to these presents, that the said conveyances shall be, and the said Feoffees and their heirs after such license had and obtained and such declaration, limitation and appointment, had and made to such uses and intents of such Estate and Estates, and of such Person or Persons as by the said *V G.* shall be declared, limited or appointed in manner and form aforesaid. Provided, that the said signification or declaration, or any thing before expressed, touching or concerning the altering, changing, repealing, or revoking of the said uses, or any of them, or the said premises, or any part thereof notwithstanding, that yet nevertheless all and every demise and demises, Lease and Leases in manner and form aforesaid to be made, shall stand and remain, and be in the severall force, strengths, and effects, according to the true intent and meaning of the said demise and Lease: Any thing, &c. notwithstanding. Provided alwaies, and it is granted, covenanted, and agreed by and between the said parties to the presents for themselves and their heirs, That it shall and may be lawfull to and for the said *S.* at all or any time or times hereafter during his life and pleasure either by his last Will and Testament in writing or by his Deed or Deeds in writing under his hand and seale, to give, grant assigne devise dispose, or appoint the said Messuages, Lands, Tenements, Farms and Takings, or any part or parcel thereof (except) unto any person or persons, or his or their heirs, Executors, or assigns, shall or may have take, receive or leavy of the rents, issues, and profits, such sum or sums of mony as shall not in the whole exceed or surmount the sum of 200 l. or else untill such Feast of &c. in the which *R S.* the Son or the heirs male of his body lawfully to be begotten, and for default of such issue untill the heir of the said *R S.* the Father shall or will truly content and pay unto the said person or persons, or his, or their heirs or Assignes, such sum or sums of mony

not exceeding the said sum of 200 l. at the most, as the said R S, the Father shall by such Will, Deed, or Deeds, limit, expresse, or appoint. And the reason it is covenanted, granted, and agreed by and between the said parties to these presents for themselves and their heires, That the said estate and assurance for and touching the said Lands and Tenements that shall be so given, granted, conveyed, assigned, demised, disposed, or appointed as aforesaid, his or their heires, &c. according to the true intent and meaning of the said Will, Deed, or Deeds, untill such time as the said person or persons, or his or their heires, Executors, or Assignes, shall have, take, receive and leavy of the Rents, issues, and profits, such sum or sums of money as shall be limited or appointed of the said R S, the Father or that the said Will, Deed or Deeds, or untill the Feast of, &c. in the which the said R S, the Son or the heires males of his body lawfully begotten, or for default of such issue &c. shall wel and truly content and pay to such person or persons, or his or their heires, &c. such sum or sums of money as shall be limited or appointed by the said last Will Deed or Deeds, according to the true meaning, intent and appointment of the same last Will Deed or Deeds, and from and after such time or times, as the said sum or sums of money shall or may be levied, received, or had or otherwise paid and satisfied, in sort aforesaid. the said estates for and touching the said Lands and Tenements which shall be given, granted, conveyed, assigned, demised, disposed or appointed, as aforesaid, shall be and the said T J, &c. shall stand and be thereof seized to such uses, behoofe and purposes, and of such persons, and in such Estates, sort, manner and form, as the same should have been, remained, defended, reverted or come by, and according to the true meaning of these presents (if his present proviso had never been) Any thing, &c. notwithstanding. Provided always &c. that it shall be lawfull to and for the said R S the Father during his life by writing indented under seal, or by any other conveyance and assurance in writing, or by matter of record, to grant, convey, appoint and assure unto or unto the use of such woman or women, &c. for Jointure to these and Wife. Provided also, &c. that it shall be lawfull to and for the said R S, the Father, at all and every time and times hereafter, and from time to time during his natural life by writing indented under seal, to demise, grant, let and let in possession, and not in reversion so much of the premises, *cum pertinentiis*, &c. as are in the tenure, &c. and all the rest and residue of the said Messuages, &c. other then the premises before appointed for the Jointure of the said &c. So that the same Lease or grant to be made of the premises in the tenure of, &c. shall not surmount nor exceed the number of, &c. or three

That if R S
doe declare
that the u-
ses afore-
said shall
be void,
then they
shall stand
seized to
his use,

That if R S
be minded
to purchase
Lands, then
it shall be
lawfull for
him to re-
voke the
uses,

three Lives from the making thereof, And so, that also the said Leases or Grants to be made of the rest and residue of the premises in the, &c. from the making of them, and so as upon every of the same Leases, there shall be reserved so much annuall rent, or more, as is now unpaid or un- answered for the same, and that then the said Estate for and touching the premises so to be devised shall be, and the said T J. &c. shall stand and be thereof seized to the use and behoofe of all and every such per- son or persons, or his or their Assignes to whom any such Lease or de- mise shall be so made for and during the term and terms for which the same shall be so demised, according to the effect and true meaning of such demises or Leases, and from and after the expiration and end of such Leases as the same shall severally end and determine: Then to such firther use and uses and in such sort, manner, and form, as are before in these presents limited, mentioned, and declared for and touching the same, any thing &c. notwithstanding. Provided also that if the said R S, the Father, doth, or shall at any time hereafter by writing under his hand and seale revoke, determine, disannull, annihilate, or make frustrate or void the uses before declared, for and touching the said closes, &c. and for and touching of the said Lands and Tenements in the tenure, &c. to be appointed and set out by the said R S, the Father, as shall not surmount nor exceed the clear yearly value of, &c. over and above all charge and reprises and do or shall by the same writing signifie declare, notifie, and publish that his Will and determination then shall be, that the uses so by him revoked, repealed, or made frustrate, shall have no longer continuance: And, that then, and from thenceforth the said estate for and touching onely the said Lands and Tenements for and touching which the said uses shall be revoked, repealed determined, and made frustrate, or so signified, declared, notified or published to have no longer continuance, and the said T J. &c. shall stand and be thereof seized to the use and behoof of the said R S, the Father, and his heirs and assigns for ever, any thing, &c. notwithstanding. Provided also, that if the said R S, the Father be disposed at any time hereafter to buy, purchase, get or obtaine in Fee-simple, taile for life lives or years, any Lands, Tenements, Hereditaments, *cum pertinentiis*, within the Lordship of &c. and shall or do hereupon by writing under his hand and seale revoke, determine, disannull, annihilate, or make frustrate or void the use of so much of the same Lands and Tenements in the tenure &c. as the said R S, the Father shall set out or appoint to be sufficient or convenient to be bargained or sold away for the provision of mony for buying, purchasing, getting or obtaining of the said Lands and Tenements in the tenure &c. in Fee- simple,

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simple, Fee-taile, for life, lives or years, as aforesaid, and do or shall
 also by the same writing signifie, declare, notifie and publish, that his
 Will, pleasure, and determination then shall be that the uses so by him
 revoked repealed or made frustrate, shall have no longer continuance,
 That then and from thence forth the uses so revoked repealed, or made
 frustrate, or so notified, declared, published or signified have no longer
 continuance, shall for and touching only such of the same Lands
 and Tenements for or concerning which the same use and uses shall
 be so repealed, revoked, or made frustrate or so notified, declared, sig-
 nified or published to have no longer continuance, utterly cease deter-
 mine and be void and that then and from thenceforth the said estate
 for and touching only the said Lands and Tenements &c. *ut supra*. And
 the said R. S. the Father doth grant, Covenant and promise for him, his
 heires &c. that he at all times from and after such times as hee
 shall buy, purchase obtaine, or get in Fee-simple, Fee-taile, for
 life, lives, or yeares, any Lands, Tenements, or Hereditaments,
cum pertinentiis, within the said Lordship of, &c. as aforesaid,
 shall and will at the reasonable request of the said W. F. his heirs,
 &c. convey, passe, grant, and assure all the estate, right, title, in-
 terest, and demand of him the said R. S. the Father in and to
 the same Lands and Tenements unto the said T. J. &c. to such uses,
 intents, behooves and purposes, and with and under such titles,
 conditions, and provisions as are before in and by these presents
 limited and appointed for and touching the said Lands and Te-
 nements now in the tenure, &c. as by the said W. F. his heirs, &c.
 or his or their Councell learned shall be reasonably devised, ad-
 vised, or required. * Provided nevertheless, and it is the full
 meaning, purpose, intention, conclusion and agreement of the said
 parties, for themselves, and their heirs, that notwithstanding
 any frustrating, repeale, revocation, alteration, or determination,
 That at any time or times hereafter shall be made of any of the
 uses before mentioned, or of any new limitation or appointment
 that shall be made of any new use or Estate of or in the premi-
 ses, or any part or partell thereof, and notwithstanding any pro-
 viso, clause, or matter mentioned or contained in these presents,
 all and every the Leases and devises to be made by the said R. S.
 the Father, according to the true meaning of these presents, shall
 still stand and remaine in full power, force, and effect to all in-
 tents and purposes; any proviso or other thing, &c. notwithstan-
 ding. And it is further, &c. that if there shall be more land in quan-

That R. S.
 shall assure
 the lands
 so bought
 to T. J.

Proviso,
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 the Leases
 made by
 R. S. shall
 be in force

quantity contained or comprized in any of the said Fines then the said Messuages, &c. before mentioned, whereof it is agreed that a Fine shall be levied at the said next Quarter-sessions, as aforesaid, doe amount unto, That then the said fine or fines for and touching the overplus and surpluage that shall be, then the said fine or fines more then the said Messuages, &c. before, especially mentioned, doe amount unto, shall be to such of the said parties and their heirs, as the same did or doth belong unto at the enfealing of these presents.

In witness, &c.

An Indenture for the leavying of a Fine, and to lead the use of a Recovery, which Recovery is for two severall Annuities,

In consideration of a Marriage, and for, &c.

Covenant to acknowledge a Fine.

THis Indenture Tripartite made, &c. between *R S.* of, &c. on the first part, *H S.* of &c. on the second part, and *T B.* of, &c. and *R S.* of, &c. on the third part: *Witnesseth*, that for and in consideration of a marriage heretofore had and solemnized between the said *H S.* and *E.* his Wife and for the letting of the Lands Tenements, and Hereditaments hereafter mentioned in the name and blood of the said *S.* in such sort, manner and forme, as hereafter in these presents is limited and appointed. It is covenanted granted, concluded, and agreed by and between the said parties: And the said *R S.* doth by these presents for him, his heirs, &c. Covenant, grant, conclude and agree to, and with the said *H S.* his heirs, &c. That the said *R S.* and *A.* his wife together with the said *H.* and *E.* his Wife shall and will before the Feast of &c. next and immediately ensuing the date hereof by fine, *sur consance de droit corp. oro. Quils ont le donou predict. Henrici & Elmore*, in due forme of law to be levied before the Justices of our said Sovereigne, &c. his heirs or successors, on Common-pleas, between the said *T B.* and *R S.* Complainants, and the said *R S.* and *A.* his Wife, and the said *H.* and *E.* his Wife Defendants, recognize and acknowledge al that the Mannor of, &c. with the rights, members, and appurtenances thereof, in the Counties of, &c. and all and singular Mannor-houles, Messuages, Demaine Lands, Lands, Tenements, Meadows, Leasowes, Feedings, Pastures, Woods, Underwoods, Commons, Profits, Court leets, and Profits, and Parcuses of Courts and Leets, Priviledges, Advantages, Emoluments and Hereditaments whatsoever situate, lying, being, happening, or renewing within the Townships, Parishes, Hamlets, Fields, and Precincts of, &c. or any of them in the said Counties of, &c.

or either of them to the said Manour in any wise lying, belonging, or appertaining, or accepted, reputed, called, taken or knowne, as part, parcell, or member thereof. And all other the Lands, Tenements, and Hereditaments, in, &c. in the said Counties, or any of them, in the which the said *R. S.* or *A.* his Wife, or any of them have, or at any time heretofore had any Estate of inheritance in possession, reversion, or remainder, with all and singular the appurtenances by some name or names in the said fine to be contained, to be the right of the said *T. B.* as those which the said *T. B.* and *R. S.* shall have of the gift of the said *H.* and *E.* and the same shall remise and quit claime from them the said *R.* and *A. H.* and *E.* and the Heires of the said *R.* and *H.* to the said *T.* and *R.* and the Heires of the said *T.* for ever. And the said *R.* and *A. H.* and *E.* and the Heires of the said *R.* and *H.* shall also by the same fine, warrant the said Manour and premises with the appurtenances unto the said *T.* and *R.* and the Heires of the said *T.* for ever; which fine so as aforesaid, or in any other manner or forme to be leavied or acknowledged by or between the said Parties, or any of them on this side and before the said Feast, shall be, and shall enure, and shall be construed, adjudged, and taken to be, and to enure to the use and behoof of the said *T. B.* and *R. S.* and their Heires, to the intent and purpose, that the Recovery hereafter mentioned may be had and leavied against them or the Survivor of them then being Tenant of the premises: and it is further covenanted, granted, concluded, and agreed by and between the said Parties and every of them, their and every of their Heires, That they the said *T. B.* and *R. S.* *R. S.* and *A.* his Wife, and *H. S.* and *E.* his Wife, shall and will permit and suffer *D. B.* and *T. F.* before the Feast of &c. next by Writ or Writs of *Entre sur disseisin in le post*, to be sued and obtained out of the high Court of Chancery, and returnable before the Justices of the Common-pleas, in the names of the said *L. B.* and *T. F.* Demandants, against the said *T. B.* and *R. S.* being Tenants, to recover to them and their Heires in due forme of Law according to the usuall forme of common Recoveries for assurance of Lands, Tenements, and Hereditaments, against the said

And to warrant the Lands.

That they shall suffer a common Recovery.

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T. B.

T. B. and *R. S.* or the Survivor of them then Tenants or Tenants of the said Manours and premises, all the said Lands, Tenements, and Hereditaments, with all and singular their and every of their appurtenances by some name or names in the said Writ and Recovery to be contained: in and to which Writ the said *T. B.* and *R. S.* shall (*gratis*) appeare in proper Persons, and enter into warranty, and vouch over to warrant the said Manours and premises with the said appurtenances to the said *R. S.* And shall further doe all that to them in that behalfe shall appertaine, and the said *R. S.* shall likewise appeare (*gratis*) in proper person, and enter into warranty and vouch over to warrant the same Manours and premises, to the said *H. S.* and *E.* his Wife, and shall further doe all that to him the said *R.* shall in that behalfe appertaine. And the said *H.* and *E.* shall in like manner (*gratis*) appeare in proper persons, and enter into like warranty and vouch over to warrant the said Manours and premises the common vouch, and shall doe also all that to them in that behalfe shall be requisite for the suffering of a good and perfect common Recovery: So, as a good and perfect Recovery may be had and suffered of the said Manours and other the premises, and every part thereof; which Recovery so, as aforesaid, or in any other manner or forme to be had or suffered, shall be executed by Writ or Writs of our said Sovereigne Lord, his Heires or Successor, of *hab. facias seisinam*: which Recovery so, as aforesaid, or in any other manner or forme to be suffered and executed, and all Recoveries to bee had, suffered and executed of the said Manours and premises, with the appurtenances, at or before the said Feast of, &c. shall be and shall enure; and the said Recoverers in and to the said Recovery and Recoveries shall from the suffering and executing thereof, stand and be seized of the said Manour and premises, to the uses, intents, and purposes hereafter specified, expressed, or declared, and to none other use, intent, or purpose: viz. from and after the execution thereof, that the same be for one annuity or yearly rent of 20*l.* by the yeare, to issue out of the said Manours and premises to the use of the said *H.*

That the Recovery shall be for one annuity of 20*l.* per annum.

S. and his Heires during the life of the said R. payable at the Feasts of, &c. by even and equall portions, and to the intent, use, and purpose, that if the said annuity or yearly Rent be behinde and unpaid after any of the said payable Feasts at which the same ought to be paid, That then and so often it shall be lawfull to and for the said H. and his Heires into the said Manour and premises to enter and distraine; and the distresse and distresses there found to take, lead, drive, carry away, impound and retaine untill the said annuity with the arrerages thereof, if any be, be fully contented, satisfied, and paid unto the said H. S. his Heires or Assignes. And to the further use and behoof of and for the said Manours and premises with the appurtenances to, for, and of the said R. S. for terme of his life without impeachment of waste, and from and after the decease of the said R. that the same Recovery and Recoveries before one other annuity or yearly Rent of 20l. per annum, to issue out of the said Manour and premises to the use of the said A. during her naturall life, payable at the said Feasts by even and equall portions; and to the intent, use, and purpose, that if the said annuity or yearly Rent of 20l. be behinde and unpaid after any of the said payable Feasts, at which the same ought to be paid, during the life of the said A. after the decease of the said R. That then and so often it shall be lawfull to and for the said A. after the death of the said R. into the said Manour, &c. *ut supra*. And from and after the Decease of the said R. to the further use and behoof of and for the said Manour and premises with the appurtenances, to be so, as aforesaid, recovered of the said H. S. and E. and of the Heires of the body of the said H. by him on the body of the said E. begotten or to be begotten. And for default of such issue, then to the use of the Heires of the body of the said E. lawfully begotten; and for default of such issue, then to the use of the Heires males of the body of the said R. on the body of the said A. lawfully to be begotten; and for default of such issue, then to the use of the right Heires of the said E. for ever. And the said R. S. &c. doth covenant, &c. to, and with the said H. S. &c. That the said R. S. his Heires, &c. shall and will

If the annuity be behind, it shall be lawfull for him to distraine.

It shall be for other annuity of 20l. per ann.

Covenant for
further assu-
rances.

from time to time, and at all times hereafter, acquit, exonerate, and discharge, or otherwise upon reasonable request to him or them in that behalfe made, save, and keep harmlesse and indemnified as well the said Manour and premises, and every part thereof, as also the said H.S. and E. and their said Heires, of, for, and concerning the said Manours and premises, of and from all and all manner of former grants, bargains, sales, statutes, recognizances, charges, titles, troubles, and incumbrances whatsoever had, made, done, knowledged, or suffered, or hereafter to be had, &c. *ut supra*, by the said R.S. or any other person or persons by his meanes, assent or procurement, (such assurance as the said R. hath heretofore made to, and for the use of the said H. and E. or either of them only excepted) And also the said R.S. doth further, &c. Covenant, &c. to and with, &c. That he the said R. and his Heires shall and will make, doe, knowledge, and suffer, or cause and procure to be had, &c. all and every such further and reasonable act and acts, thing and things, device and devices in the law for the further assuring and sure making, of the said Manour and premises and every part thereof unto the said H.S. and E. and their said Heires, to the uses and intents aforesaid: Be it by fine, or fines, recovery or recoveries, feoffments, release, confirmation, or otherwise, with warranty of the said R. and his Heires, against him and his Heires, or without warranty if it be so required; As by the said H.S. his Heires or Assignes, or his or their learned Councell in the law shall be devised, advised, and required.

In witness whereof to one part of these present Indentures tripartite, remaining with the said H.S. and E. his wife, the said R.S. and A. his wife. T.V. and R.S. have put their seales; to another part of the same Indentures remaining with the said R.S. and A. The said H.S. and E. his wife, T.V. and R.S. have put their seales: and to one other part also of the same Indentures remaining with the said T.V. and R.S. the said R.S. and A. his wife. H.S. and E. his wife have set their seals. Dated the day and year first above written.

An Indenture of Covenants upon Uses for leavying a Fine, and for the perfecting of the Estate of the Lessee for yeers.

THIS INDENTURE made &c. Between *I. H.* of &c. of the one part, and *I. T.* of &c. of the other part : witnesseth, that Sir *T. T.* Knight, Grandfather to the said *I. H.* party to these presents did by his Indenture of Lease, Dated &c. demise, grant, and to ferme let unto the said *I. T.* all that his houses, edifices, buildings, barnes, stables, orchards, gardens, meadows, feedings, pastures, closes, moories, moyses, wast ground, woods, under-woods, wayes, waters, common of pasture and turbary, and hereditaments whatsoever in *S.* commonly called and knowne &c. To have and to hold, &c. unto the said *I. T.* for, and during the term &c. Yeelding and paying therefore yearly during the said terme a certaine yearly Rent ; As by the said, &c. may appeare. Now the said *I. H.* for and in consideration of a certaine summe of money to him in hand paid by the said *I. T.* before the ensealing and delivery of these presents, and for the perfecting and sure making of the said Lease for yeares unto the said *I. T.* and his Assignes, and to the end and intent that the same Lease may be peaceably and quietly occupied and enjoyed according to the true intent and meaning of the same, without any eviction of the said *I. H.* his &c. And the said *I. H.* &c. doth Covenant, &c. That the said *T. T.* or his Heires, shall and will at the costs and charges in the law of the said *I. T.* his, &c. before the Feast &c. knowledg and leavy a Fine with proclamation unto *I. L.* and *R. S.* and to the Heires of the said *I. H.* before the Justices for the time being of Common pleas to be holden at *Westm.* of the said premises demised by the name of, &c. (*name the things particularly with the appurtenances :*) and for the declaration, uses, and intents of the same time, It is Covenanted and agreed between the said Parties to these presents, and the said *I. H.* &c. Covenanteth,

Covenant to
leavy a Fine.

&c.

That the Fine
shall be to the
use of *I. F.*

&c. that the said Fine so to be levied of the premises, demised by the number of acres, and names, before mentioned, shall extend only to the said Lands, Tenements, and Hereditaments, with the appurtenances of the said *I. T.* as aforesaid, and to none other Lands, Tenements, or Hereditaments in *S.* aforesaid. And the said Fine so to be levied of the said demised premises immediately after the entering and engrossing thereof. And the said *I. H.* and *R. F.* and the Heires of the said *I. H.* and all other Persons that from thenceforth shall be seized of the said premises demised, shall stand and be thereof seized to the use and behoof of the said *I. T.* party to these presents, his Heires and Assignes for ever.

In Witnesse, &c.

An Indenture of Revocation of Uses, with divers other Covenants to that purpose.

The recital.

TO all Christian people to whom this present writing Indented shall come: I Sir *R. B.* of &c. Knight, send greeting, in our Lord God everlasting. Where by one Indenture bearing Date, &c. made between me the said Sir *R. B.* by the name of Sir *R. B.* of, &c. on the one party, and &c. on the other party, I the said Sir *R. B.* as well for the better advancement and preferment of the Heires males of my body lawfully to be begotten, and for the better advancement and preferment of *W. B. R. B.* and *T. B.* Gentlemen, Brothers of me the said *R. B.* and of divers other the Kinsmen, Friends, and Allies, of the name of me the said Sir *R. B.* and of every the Person and Persons afterwards in the said recited Indenture particularly named, and of the several Heires males of their bodies lawfully begotten, and to be begotten, and for the natural and especiall love, favour, and affection which I the said Sir *R. B.* did beare unto the said *W. B. R. B.* and *T. B.* and

to the intent that all and singular the Manours, Mesuages, Lands, Tenements, and Hereditaments in the same recited Indenture particularly mentioned or expressed might remain, continue, and be in the name of the said *B.* and in the name, blood, stock, family and kindred of me the said Sir *R. B.* so long as it shall please Almighty God to permit and suffer the same; as also for divers other good causes and considerations me the said *R. B.* thereunto especially moving: Did covenant, promise, and grant, &c. in and by which recited Indenture, it is provided, Covenanted, granted, condescended and agreed by and between all and every the said Parties to the same recited Indenture for themselves, their Heires and Assignes, and to the true intent and meaning of them, and every of them, and their Heires, as in the same Indenture is, that it should and might be lawful to and for me the said Sir *R. B.* and that I the said Sir *R. B.* should have full power and authority at all times hereafter, and from time to time at my will and pleasure by any my Deed or Deeds, writing or writings, or by my last Will and Testament by me sealed and subscribed in the presence of two, or more credible Witnesses; to alter, change, diminish, enlarge, revoke, frustrate, cease, determine, extinguish, and make void all and every or any of the Use and Uses, Estate and Estates before in the said recited Indenture expressed, limited, mentioned, declared, or appointed to any person or persons of and in the said Baronie, Manours, Mesuages, Lands, Tenements, Hereditaments and premises, or in any of them, or any part or parcel of them, or any of them; and thereto, or of any part thereof to create, declare, limit or appoint any other use or uses, Estate or Estates to any the Person or Persons afore in the same recited Indenture named, or to any other Person or persons whatsoever, in such sort, manner and forme, and for such Estate & Estates, terme and termes as I the said Sir *R. B.* should think meet and convenient: and that at all times, and from time to time immediately from and after any such alteration, change, diminution, enlargement, revocation, determination, or making void of all or any the use or uses, Estate or Estates before in the said recited Indenture expressed,

fed,

In wth Indenture there is a Covenant, that it should be lawful for Sir *R. B.* to revoke the Uses.

fed, limited, mentioned, declared or appointed; and any creation, declaration, limitation, or appointment of any other use or uses, Estate or Estates, and that so often as the said Sir R.B. should make any such alteration, change, diminution, enlargement, revocation, or determination of any use or uses, Estate or Estates, and reaction, declaration, limitation, or appointment of any other use or uses, Estate or Estates, all & every such & those use & uses, Estate & Estates, of and in the said Bar Man' & prem', or of & in any part or parcel thereof which I the said Sir R.B. at any time or times hereafter in or by any such Deed or Deeds, writing or writings, or by my last Wil & testament in writing by me sealed and subscribed in such presence as is aforesaid, should alter, change, diminish, enlarge, revoke, determine, extinguish and cease, or make void; And that then, & immediately from thenceforth, the said before-mentioned Fine or Fines, Recovery or Recoveries, and all and every other conveyance & conveyances, assurance & assurances in the law whatsoever at any time hereafter to be had or made between the said Parties to the said recited Indenture, or any of them of the said Barony, Manours and premises, or of such part thereof, according to the true intent and meaning of the same Indenture should be and enure, and should be adjudged, deemed, construed and taken to be and enure: And the said Cognizee and Cognizees of the said Fine or Fines, Recovery or Recoveries, and the Survivors and Survivor of them, their, and every of their Heires, and the heires of the survivor of them should immediately from thenceforth stand and be seized of and in the same premises, whereof any such reaction, declaration, limitation or appointment of other use or uses, Estate or Estates, terme or termes should be so made, as is aforesaid, to and for such use and uses, Estate and Estates, intents and purposes, and of such Person and Persons, and in such sort, manner and forme as I the said Sir R.B. in or by such Deed or Deeds, writing or writings, or by my last Will and Testament in writing by me sealed and subscribed in such presence, as is aforesaid, should from time to time create, declare, limit, expresse or appoint; and to no other use, purpose

or intent. The said recited Indenture, or any thing, &c. notwithstanding. And afterwards in performance of the Covenants, grants and agreements in the said recited Indenture mentioned, several Fines and Recoveries were had, levied, knowledged and executed of, in, and upon, and for and concerning the said Barony, Manours, Lands, Tenements and premises in the Court of Common pleas at *Westminster*, as also before the then Justices in the County of *Chester*, and also before the Justices in the said County of *F.* all and every which Fine and Fines, Common Recovery and Recoveries were had, levied, knowledged and suffered to the uses, intents and purposes, and with and under the several provisoes, conditions and limitations in the said recited Indenture mentioned. After which, the said *R.B.* of *W.* died without issue male of his body lawfully begotten. Now know all men by these presents, that I the said Sir *R.B.* for divers causes and considerations me moving, and by vertue of the said recited Proviso, and the liberty, power and authority by the said recited Indenture to me reserved, and according to the true intent and meaning of me the said Sir *R.B.* and of all other the Parties to the said recited Indenture, Have altered, changed, revoaked, determined and made void, and by this my present writing Indented, being by me signed and sealed in the presence of the Persons undernamed, do alter, change, revoake, frustrate, cease, determine, and make void all and every the said use and uses, Estate and Estates created, raised, expressed, declared, limited and appointed by the said recited Indenture; Fine or Fines, Recovery and Recoveries, and every or any of them, to the said *W.B.* *R.B.* and *T.B.* Brothers of me the said Sir *R.B.* *W.B.* of &c. *R.B.T.G.* alias *B.I.R.* of, &c. *W.B.* Brothers of the said *J.B.* of, &c. and to all and every the severall Sonnes and Heires males begotten on the several bodies of them the said *W.B.* and *T.B.* my Brothers, *W.B.* of, &c. *R.B.T.G.* alias *B.I.R.* of, &c. and *W.B.* his Brother, and every of them of and in the said Barony of *M.* Manours, Lands, Tenements, and Hereditaments in the said recited Indenture mentioned, or any part or parcel thereof. And further, know all men by these presents, That

In consideration of the Proviso in the recited Indenture.

The Revocation of the Uses.

I the said Sir R.B. for the fatherly love and affection that the said Sir R.B. do beare to Dame M.E. my only Daughter and Heire apparent, now Wife to Sir R.E. Knight, and to the Heires of her body lawfully begotten, doe by these presents by vertue of the said recited Proviso in the said recited Indenture contained, and the liberty, power and authority therein and thereby to me reserved, as a foresaid, create, declare, limit and appoint that the said Fine and Fines, Recovery and Recoveries, so had, levied, knowledged and suffered of the said Barony and premises before in these presents mentioned, as aforesaid, and all and every the Parties thereunto, and all and every Person and Persons and their Heires which now be or hereafter shall stand and be seized of and in the said Barony and premises, or of, or in any part or parcel thereof, shall by vertue thereof from and after that, every of the said several Uses and Estates limited and appointed, as aforesaid, of and in the said Barony and premises to me the said Sir R.B. and to the said several Sonnes of the body of me the said Sir R.B. shall be ended, expired and determined, stand and be seized of, and in the said Barony and premises, and of and in every part and parcel thereof to the use and behoofe of the said R.B. my Brother and his Assignes; for, and during the terme of the natural life of the said R.B. my Brother, without impeachment of any manner of waste. And immediately from and after the death of the said R.B. last named, then to the use of the first Sonne of the body of the said R.B. last named, lawfully begotten, and of the Heires males of the body of such first Sonne of the said R.B. last named, lawfully begotten. And for default of such issue, to the use of him that shall be the second Son of the body of the said R.B. last named, lawfully begotten, and of the Heires males of the body of such second Sonne of the said R.B. last named, lawfully begotten. And for default of such issue, &c. *ut supra*. And for default of such issue, to the use of every other Sonne or issue male of the body of the said R.B. last named, lawfully begotten, which the said R.B. last named shall happen to have above the number of six Sonnes, and of the Heires males of the body of every such other

That the said Barony shall be to the use of R.B. and his Heires, &c.

other Sonne of the said *R. B.* last named, successively one after the other, as they shall be in seniority one before the other, so long as there shall be any Sonne or issue male of the body of any Sonne of the said *R. B.* last named lawfully begotten extant. And for default of such issue, to the use of the said *T. B.* Brother to me the said *Sir R. B.* and his Assignes for and during the terme of the natural life of the said *T. B.* without impeachment of any manner of waste: and immediately from and after the death of the said *T. B.* then to the use of him that shall be the first Sonne of the body of the said *T. B.* lawfully begotten, and of the Heires males, &c. *ut supra.* And for default of such issue, to the use of the said Dame *M. E.* Daughter and Heire apparent of me the said *Sir R. B.* and Wife to the said *Sir R. E.* Knight, for and during all the natural life of the said Dame *M.* and from and after her decease to the use of *R. E.* Esquire, Sonne and Heire apparent of the said *Sir. R. E.* and Dame *M.* his Wife, and of the Heires males of the body of the said *R. E.* lawfully to be begotten. And for default of such issue, to the use of *S. E.* second Sonne of the body of the said Dame *M. E.* lawfully begotten, and of the Heires males of the body of the said *S. E.* lawfully begotten, and for default of such issue, &c. *ut supra.* And for default of such issue, to the use of the right Heires of the said Dame *M. E.* for ever.

Provided alwayes, that if the said *R. B.* Brother of mee the said *Sir R. B.* or any of the said severall Sonnes of his body begotten, or any Heire male of the severall bodies of the same Sonnes lawfully begotten, or to be begotten, or if the said *T. B.* my Brother, or any of the said severall Sonnes of the body of the said *T. B.* or any Heire male of the severall bodies of the same Sonnes lawfully begotten or to be begotten, shall at any time hereafter resolve or determine, or advisedly, determinably or effectually devise, conclude or agree, or shall enter into any communication, promise, Covenant or agreement, or shall advisedly and effectually, directly or indirectly attempt, cause, procure, go about, or assent unto, or for any

That if *R. B.* &c.
doe any act to
hinder the E-
states, then
their Estate
shall be void.

act or acts, thing or things to be done, had, made or suffered for or concerning any bargain, sale, discontinuance, alienation, conveyance or assurance to be had or made of the said Barony, Manours, Lands, Tenements and premises, or of any of them, or of any part thereof, whereby or by reason whereof any Estate or Estates, use or uses of or in the said Barony, Manours, &c. or of or in any part or parcel thereof, in use or possession before in these presents limited or declared, shall or may by any way or meanes be avoyded, dissolved, undone, discontinued, debarred, altered, determined or hindered to take effect, according to the true meaning of these presents, or whereby the same or any part or parcel thereof shall or may be charged or incumbered otherwise then according to the true intent of these presents; and the same bargain, sale, alienation, discontinuance, device, conclusion, agreement, communication, conveyance or assurance, or any other open or Court matter, thing or act, shall attempt, go about, cause, procure, command or wittingly or willingly assent unto, practise, or suffer to be done, or to be attempted, practised, or put in ure by knowledging of any note or notes of or for any Fine or Fines to be levied, or by knowledging of any Warrant or Warrants of Attorney for any Recovery, or any Voucher to be had or pursued, or by entring into any warranty, or by knowledging of any Warrant for any such purpose, or by purchasing of any Writ by any of their assents or agreements, or by consenting unto or appearing unto any Writ of the aforesaid premises, or any part thereof, or by knowledging of any Deed or writing to be inrolled, or by any other act or acts, thing or things whatsoever, whereby, or by reason whereof, any bargain, sale, discontinuance, alienation or forfeiture of the premises, or any part thereof may ensue, or whereby any Estate, use, or possession of the premises, or of any part thereof may not, ought not, or cannot come, grow, remain, descend and be, in such manner and forme as before in these presents is limited, expressed or declared, and according to the true intent and meaning of these presents; or whereby the said premises or any part or parcel thereof, shall, or may

may be charged or incumbered, otherwise then according to the true intent of these presents; That then and immediately from and after every such time and times of such procurement, attempt, causing, commanding, Willing, assent, practise, promise, or going about in manner and forme aforesaid, and before any such bargain, sale, discontinuance, alienation, forfeiture, charge or incumbrance shall be had, made, perfected, executed, committed or done, all and every use and uses, Estate and Estates before in these presents limited to that person or persons which so shall attempt, cause, procure, command, or willingly or wittingly assent unto, practise, suffer, or go about any such act or acts, thing or things to be prosecuted, executed or performed, put in ure, or gone about, whereby, or by reason whereof any bargain, sale, discontinuance, alienation, conveyance, assurance, forfeiture, charge, or incumbrance shall be had, made, or issue contrary to the true intent of these presents, of, in, and for such and so much of the said Barony &c. tailed, as aforesaid, for which any of the things or matters aforesaid at any time or times shall be attempted, gone about, caused, procured, commanded, assented, practised, or suffered to be executed, performed, made, done, practised, or gone about to be done, performed, or put in ure, contrary to the true meaning of these presents, should cease, and be utterly void, only in respect and having regard to such person and persons so attempting, procuring, causing, commanding, willingly or wittingly assenting, practising, suffering, or going about any act or acts, thing or things aforesaid, contrary to the effect and true intent of these presents: And that then and from thenceforth the said Recoveries and Fines, and every of them shall be and enure, and the Recoverers and Cognizees therein named, and every of them, and their, and every of their Heires shall stand and be seized of every such parcel of the premises, to the use of such person and persons and the Heires males of his and their bodies and body begotten and to be begotten, to whom the same should be, remaine, or come, after the death of the person so attempting, procuring, causing, commanding, assenting, practizing, suffering,

That if Dame
M.E. do disturb
any of the Per-
sons, then her
Estate shall be
frustrate.

or going about any act or acts, thing or things aforesaid, contrary to the effect and true meaning of these presents in like manner and forme, and with such remainders over and with and under such limitations and conditions as the same use and uses, Estate and Estates, of the said person and person which shall so attempt, cause, command, practise, suffer, goe about or assent to, or for any such act or acts, thing or things was subject unto before his or their said attempt, practise, going about or assent. Provided also, that if the said Dame M.E. or any of the Heires of her body at any time after the death of the said Sir R.B. and of the said several Sonnes of me the said Sir R.B. and the Heires males begotten on the several bodies of the said several Sonnes of me the said Sir R.B. shall wittingly or willingly disturb or interrupt, or cause, or procure to be disturbed or interrupted the said R.B. my Brother, or any of the said several Sonnes of the body of the said R.B. or any Heire male of the several bodies of the same Sonnes lawfully begotten or to be begotten, or the said T.B. my Brother, or any of the said several Sonnes of the body of the said T.B. or any Heire male of the several bodies of the same Sonnes lawfully begotten or to be begotten, being in possession of the said Barony and premises, or of any part or parcel thereof, or their or any of their Assignee or Assignes: That then and immediately from and after every or any such disturbance or interruption, all and every the use and uses, Estate and Estates of every person or persons, doing, making, committing, causing, or procuring such interruption or disturbance before in these presents to her, him, or them limited and appointed, of, in, and for, or to so much of the said premises wherein there shall be such disturbance or interruption made and committed, caused, or procured as is aforesaid, shall cease and be utterly void to all intents, constructions and purposes, as if he or they had never been mentioned, named or spoken of in these presents. And that then and from thenceforth the said Recoveries and Fines, and every of them shall be and enure, and the Recoverers and Cognizees therein named, and every of them, and their and every of their Heirs shall stand and be

seized

seized of every such parcell of the premises, whereof or wherein there shall be such disturbance or interruption, made, done, committed or procured, as aforesaid, to the use and behoof of every such Person and Persons to whom any Estate or estates, use or uses herein by these presents limited or appointed respectively, or according to his and their severall Estate and Estates, interest and interests, and the use of the Heires or Assignes of him or them that shall be disturbed or interrupted: any thing &c. notwithstanding. Provided likewise, and the true intent and meaning of me the said Sir R. B. is, That it shall and may be lawfull to and for me the said Sir R. B. and that I the said Sir R. B. shall have full power at all times hereafter, and from time to time at my will and pleasure by any my Deed or Deeds, writing or writings, or by my last Will and testament in writing by me sealed and subscribed in the presence of two, or more credible Witnesses, to alter, change, diminish, enlarge, revoke, frustrate, cease, determine, extinguish, or make void all and every, or any the use or uses, Estate and Estates before in these presents limited, expressed, mentioned, declared, or appointed to any Person or Persons of and in the said Barony &c. or in any of them, or in any part or parcell of them or any of them, and thereof or of any part thereof; to destate, create, limit or appoint any other use or uses, Estate or Estates to any Person or Persons aforesaid, or to any other Person or Persons whatsoever in such sort, manner, and forme, and for such Estate and Estates, terme and termes as the said Sir R. B. shall think meet and convenient: and that at all times and from time to time immediately from and after such alteration, change, diminution, enlargement, revocation, determination, or making void of all or any the use or uses; Estate or Estates before in these presents expressed, limited, mentioned, declared or appointed, and creation, limitation, determination or appointment of any other use or uses, Estate or Estates. And that so often as I the said Sir R. B. shall make any such alteration, change, diminution, enlargement, revocation or determination of use or uses, Estate or Estates, and creation, declaration, limitation or appointment of

That it shall be lawfull for Sir R. B. to revoke the uses, and to create new.

of any other use or uses, Estate or Estates, all and every land and those use and uses, Estate and Estates, of and in the said Barony, &c. or of and in any part or parcell thereof, which I the said Sir R. B. at any time or times hereafter in or by any such Deed or Deeds, writing or writings, or by my last Will and testament in writing by me sealed and subscribed in such presence, manner and forme as is aforesaid, shall alter, change, diminish, enlarge, revoke, determine, extinguish, cease, or make void. And that then and immediately from thenceforth the said before mentioned Fine or Fines, Recovery or Recoveries, and all and every other conveyance and conveyances, assurance and assurances in the law whatsoever heretofore had, made, knowledged or suffered, or at any time hereafter to be had, or made, of the said Barony, &c. or of any part thereof, according to the true intent and meaning of these presents, shall be, and enure, and shall be adjudged, deemed, construed and taken to be, and enure, and the said Cognizee and Cognizees of the said Fine or Fines, Recovery or Recoveries, and the Survivors and Survivor of them, their and every of their Heires, and the Heire of the Survivor of them shall immediately from thenceforth stand and be seized of and in the same premises, wherof any such creation, declaration, limitation or appointment of any other use or uses, Estate or Estates, terme or termes shall be made, as is aforesaid, to and for such use and uses, Estate and Estates, intents and purposes, and of such Person and Persons, and in such sort, manner and forme, as I the said Sir R. B. in or by such Deed or Deeds, writing or writings, or by my last Will and testament in writing by me sealed and subscribed in presence as is aforesaid, shall from time to time create, declare, limit, expresse, or appoint, and to none other use, intent, or purpose; these presents, or anything therein contained to the contrary thereof in any wise notwithstanding.

In witness, &c.

T
That
agree
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R. R.
R.W.
doth
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said J.
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said R.
stronge

An Indenture of Covenants of Marriage; and for repayment of Marriage-money if either Party die before Marriage: with other special Covenants.

THIS INDENTURE made, &c. Betweene *I.R.* of the one part, and *R.W.* of the other part. *Witnesseth*, That it is Covenanted, concluded, consended, and fully agreed upon by and between the said Parties, for and in consideration of a Marriage to be had and solemnized between *R.R. Sonne* of the said *I.R.* and *K.W. Daughter* of the said *R.W.* in manner and forme following, *viz.* First, the said *I.R.* doth Covenant and grant for himselfe and *R.R. his Sonne*, to and with the said *R.W.* his Executor, &c. by these presents, That the said *R.R.* within twenty dayes next after the Feast of, &c. shall Marry and take to his Wife the said *K.W.* and her Espouse and Wed according to the Ecclesiastical Lawes of this Realme (if the said *K.* will thereunto consent and agree, and the Lawes of the holy Church will it permit & suffer.) And likewise, the said *R.W.* doth Covenant and grant for him, his, &c. to and with the said *I.R.* his, &c. by these presents, that the the said *K.W.* within, &c. *in supra.* in consideration of which Marriage so to be had and solemnized, the said *R.W.* at and before the enscaling of these presents, hath well and truly contented and paid unto the said *I.R.* the summe of &c. whereof and wherewith (*the Acquittance.*) And the said *I.R.* for him his &c. doth Covenant and grant to and with the said *R.W.* his, &c. by these presents. That if in case it happen the said *R.R.* and *K.W.* or either of them to decease and die before the Feast of, &c. and before the said Marriage had and solemnized, as afore- said, That then the said *I.R.* his, &c. shall well and truly content and repay, or cause to be contented and repayed to the said *R.W.* his, &c. at one whole and entire payment the said summe of &c. within the space of &c. next ensuing the day

In consideration of a Marriage to be had.

That if either of them die before marriage, then *I.R.* to repay the money.

That if R. R.
refuse to marry
her, then I. R.
to repay the
money.

Proviso, that
if I. R. doe pay
aool. then he
shall be quit of
the two former
Covenants.

Proviso, that
if I. R. doe pay
aool. then he
shall be quit of
the two former
Covenants.

Proviso, that
if I. R. doe pay
aool. then he
shall be quit of
the two former
Covenants.

of the death of the said R. and K. or either of them so de-
ceasing, before the said Feast of, &c. and before the said
Marriage had and solemnized. And also the said I. R. doth
Covenant, &c. That in case it fortune the said R. R. his
Sonne to disagree and refuse to marry and take to his Wife,
or doe not marry and take to his Wife the said K. W. or that
any other default, dislike, or impediment, do or shall arise,
grow or happen on the part and behalfe of the said R. R.
or the said I. R. or either of them, or by their or either of
their assent or procurement, whereby or by meanes whereof
the said Marriage shall not, or doe not take effect between
the said R. and K. in manner and forme aforesaid, according
to the true intent and meaning of these presents. That then
the said I. R. his, &c. shall and will well and truly content
and pay, or cause, &c. unto the said R. W. his, &c. the summe
of, &c. at one whole and entire payment within thirty daies
next after the said Feast of, &c. without Covin, fraud, or de-
lay. * Provided alwaies, and nevertheless, it is the intent
and meaning of these presents, and of all and every the Par-
ties to the same, That if in case the said I. R. his, &c. doe or
shall doe at any time hereafter well and truly, and without
all fraud and covin satisfie and pay, or cause, &c. unto the
said R. W. his, &c. the summe of 100*l*. for or by reason of any
breach or not performance of either or both the said two
Covenants or Articles of agreement by these presents last
before mentioned and set downe, and for, by reason, or in
consideration of the said two last recited Covenants or Ar-
ticles, or either of them, not performed and kept by the said
I. R. and R. R. or either of them, according to the tenour and
true meaning of the same. That then and from thenceforth
and in such case, that is to wit, immediately from and after
and upon the true payment of the said summe of 100*l*. so by
him the said I. R. his, &c. to him the said R. W. his, &c. and
made, as is aforesaid, he the said I. R. his, &c. shall stand
and be clearly acquitted and discharged against him the said
R. W. his, &c. of and from the said two Covenants and Ar-
ticles last above mentioned, and of and from all manner of
summes of money, penalties, and forfeitures, due and to be

due by reason of any breach or non performance of the same Covenants or Articles, or any other clause or Article, or thing in these presents contained to the contrary, &c. And also the said I.R. doth Covenant, &c. That he the said I.R. shall and will well and sufficiently maintaine, provide for, find, keep and sustaine the said R.R. and K.W. his Wife, and all the issue of their two bodies begotten from time to time, and at all times immediately from and after the said marriage between them the said R. and K. so had, and solemnized, as aforesaid, during the natural life of him the said I.R. with sufficient and convenient meat, drink, clothing, lodging, and all other necessaries to them belonging, according to their and every of their calling, Estates and degrees. And further, the said I.R. doth Covenant, &c. That he the said I.R. after the said marriage so had between the said R. and K. as aforesaid, shall and will either in the life time of him the said I.R. or at the time of his death, leave, give, grant, devise, bequeath or assure, convey, content and pay, or cause to be truly contented and payed unto the said R.R. and K.W. or to the said K. if she happen to survive the said R. or if it happen the said K. to be then dead, then to such issue, Child or Children between them the said R. and K. begotten as shall then happen to be living, the summe of, &c. at one whole and entire payment, and also such and so much implemēt of household and household stuffe, corn, cattel, bedding, instruments, tooles, furniture of husbandry and other necessities of his owne proper goods and chattels of every sort and kind as shall amount to, and be of the full value of, &c. or more. And moreover the said I.R. doth also covenant, &c. That she the said K. and her Assignes after the said marriage so had and solemnized during her natural life, and after her decease, such Child and Children as be tween them the said R. and K. shall fortune to be begotten, during the life and lives of such Child and Children, shall and may quietly and peaceably enter into, have, hold, occupy, possesse and enjoy to her and their owne proper use and use all and singular that Messuage or Tenement with the appurtenances situate, &c. now in the occupation of, and

That I.R. shall provide all things for R.R. K.W. and their issue during R.R. life.

And that I.R. shall give unto them the sum of, &c. and give their goods as above I do to and into the

That she shall enjoy all that Messuage, &c. during her life and after her decease then her Children, or else I.R. to pay them 200l.

and all Houses, edifices, orchards, gardens, Lands, Tenements, leasowes, meddowes, pastures, feedings, commons, heathes, and turbaries, to the same belonging or appertaining, or used and occupied therewith, or with any part or parcel thereof, immediately from and after the death and decease of the said *I.R.* without any let, suit, vexation, expulsion, eviction or disturbance of any person or persons whatsoever: Or else, that he the said *I.R.* his, &c. shall truly content and pay, or cause, &c. unto the said *K.W.* or her Assignes, or to such Child or Children as shall fortune to be begotten between the said *R.* and *K.* and then be in full life, the summe of, &c. within two dayes next ensuing the day of the death of the said *I.R.* at the free choice and election of the said *K.* or of such Child or Children so to be begotten, and then living as is aforesaid. * Provided alwaies, and neverthelesse, it is the true intent and meaning of these presents, and of every the parties to the same, That the said *R.* and *K.* either of them, and the issues of their two bodies, and every of them, at all times from and after the death and decease of the said *I.R.* shall permit and suffer *M.* now Wife of the said *I.R.* (if in case she the said *M.* be then living and in plaine life) quietly and peaceably to enter into, have, hold, occupie, possesse and enjoy the third part of the said Messuages or Tenement, with the appurtenances, &c. so long, and for, and during only such time and terme as she the said *M.* doth or shall keep her selfe sole and unmarried, and of honest report and fame, without interruption or disturbance: Any clause or Article herein containyd, &c. And finally the said *I.R.* doth Covenant, &c. That he the said *I.R.* his, &c. from time to time, and at all times hereafter, upon the reasonable request, cost and charges in the Law of the said *R.W.* his, &c. shall and will, doe, knowledge, seale, deliver and execute all and every such further act and acts, thing and things, assurance and assurances whatsoever as shall be reasonably required and devised by the said *R.W.* his, &c. or by his or their Councel learned in the Law, for the ratifying, prosecuting, and sure making, of all and singular the Covenants, grants, clauses, provysoes, payments, and agreements before in these presents

* Provided that
M. the Wife of
I.R. shall enjoy
the third part
of the Lands
till she be
married.

For further
assurances.

presents expressed and declared, which upon the part and behalfe of the said *J.R.* his, &c. are to be kept, performed and accomplished, according to the true intent, purport, and meaning of these presents.

In Witnesse, &c.

*Covenants of Marriage
very necessary.*

THIS *INDENTURE* made, &c. between *R.L.* of the one part, and *T.Y. L.Y.* and *R.C.* of the other partie. *Witnesseth*, That whereas a Marriage is intended by the permission of God to be had and solemnized between the said *R.L.* and *T.Y.* it is therefore Covenanted, granted, concluded, and condescended, and fully agreed between the said Parties to these presents, in consideration of the said Marriage, in manner and forme following: And first, the said *R.L.* for himselfe doth Covenant, promise and grant, to and with the said *T.Y. H.Y.* and *R.C.* their, &c. and every of them by these presents, That the said *R.L.* shall and will before the last day of *May* next ensuing the Date hereof, lawfully Marry and take to his Wife the said *T.Y.* if the said *T.Y.* doe and will assent and agree thereunto, and the Lawes of God and holy Church doe and will permit, and the same suffer. And the said *T.Y. H.Y.* and *R.C.* for them and every of them, doe in like manner Covenant, &c. That she the said *T.Y.* shall and will, &c. *ut supra*. In consideration of which Marriage to be had and solemnized, the said *R.* doth for him, his, &c. by these presents, Covenant and grant to and with the said *T.Y. H.Y.* and *R.C.* their, &c. That he the said *R.L.* his, &c. shall and will immediately after the solemnization of the said Marriage for evermore stand and be seized of and in one Messuage, &c. and of and in all other the Lands, Tenements and Hereditaments whatsoever, whereof the said *R.L.* now hath, or at any time fi-
thence

That *R.L.* shall
stand seized of
Lands to uses

To whose use
he shall stand
seized.

For further
Assurances.

That the said
Messuages, &c.
are free from
incumbrances.

thence the death of the said *I.L.* his late Father had any Estate of inheritance in possession within the said County of *C.* or elsewhere within the Realme of *England*, descended to him by or from his said late Father, and of and in all and singular the rents, reversions, commodities and profits, with the appurtenances to the said Messuages and other the premises, or to any part or parcel thereof in any wise belonging or appertaining, to the use and uses, purposes and intents hereafter in these presents mentioned, limited, and expressed, and to none other purpose or intent: That is to wit, First, to the use and behoof of the said *R.L.* for and during the terme of his natural life, without impeachment of any manner of waste. And after his decease, to the use of the said *T.Y.* for and during the terme of her natural life, for and in the name of her Joynture, if she shall happen to survive and outlive the said *R.L.* and from and after the decease of the Survivor of them the said *R.* and *T.* to the use and behoof of the Heires of the said *R.* by and upon the body of the said *T.Y.* lawfully to be begotten. And for default of such issue, then to the use of the right Heire of the said *R.L.* for ever. And the said *R.L.* for him, his, &c. doth Covenant, &c. That he the said *R.L.* his &c. shall and will at all times, and from time to time hereafter during the space of, &c. next after the said marriage had and solemnized, as aforesaid, doe, acknowledge and suffer to be done, knowledged and executed at his or their proper costs and charges upon lawful and reasonable request to him or them to be made by the said *T.Y.* *H.Y.* and *R.C.* or any of them, their or any of their, &c. all and every thing and things, device and devices whatsoever for the further assurance, sure making, and conveying of the premises, and every part and parcell thereof, to the uses, purposes, and intents, before in these presents limited, mentioned, and declared, and to none other use, intent, or purpose, as by the said *T.Y.* *H.Y.* and *R.C.* their or any of their learned Councel shall be reasonably devised or advised. And that the said Messuages, Lands, Tenements and Hereditaments, and all to her the premises, with the appurtenances in these presents before mentioned, at the

Day

Day of the solemnizing of the said marriage, and at all times afterwards, shall be and continue free, clearly acquitted and discharged, or otherwise sufficiently saved harmlesse by the said *R.L.* his, &c. of and from all manner of former bargaines, sales, Joyntures, Dowers, statutes Merchants, and of the staple recognizances, bonds, deeds, obligatory judgements, executions, intrusions, fines for alienations, fees, annuities, rents and arrearages of rents, leases, Estate and Estates in taile, and of and from all other charges, titles, and incombrances whatsoever heretofore had, made, done, committed, knowledged or suffered by the said *R.L.* or by any other person or persons by his meanes or procurement. The rents and services of old time due and accustomed to be paid to the chief Lord and Lords of the fee and fees thereof, and hereafter to become due and payable for the same, and out of the lease of, &c. only excepted and foreprized. And further the said *R.L.* doth Covenant, &c. that if the said *R.L.* or any other person or persons to his use and behoof shall at any time hereafter happen to purchase any Lands, Tenements or Hereditaments of any person or persons whatsoever during the life of the said *T.Y.* That then the said *R.L.* shall cause and procure all such Lands, Tenements and Hereditaments which shall so fortune to be sufficiently conveyed, procured, and assured to the use of the said *R.L.* and of the said *T.Y.* for and during their two natural lives, and the life of the longest-Liver and Survivor of them. And after their decease to the use and behoof of the Heires of the body of the said *R.L.* by and upon the body of the said *T.Y.* lawfully to be begotten. And for default of such issue, then to the use and behoof of him the said *R.L.* his Heires and Assignes for ever, and to none other use, purpose, and intent. And also, that he the said *R.L.* shall and will permit and suffer all and singular those his Messuages, Lands, Tenements and Hereditaments in the County of, &c. which *R.L.* his Uncle, deceased, did in his life time give, grant, convey and assure to him the said *R.L.* Partie to these presents, lawfully to descend, come and remaine immediately after his decease to the Heires of his body by and upon the body of the said

If *R.L.* buy any Lands, it shall be to the use of him and *T.Y.* his Wife, &c.

T.Y.

T.Y. lawfully to be begotten. And that the said *R.L.* Parties to these presents, shall not at any time hereafter make, doe, attempt, practice, knowledge, suffer, procure or execute any act or acts, thing or things, conveyance or assurance whatsoever, whereby the said Lands, Tenements and Hereditaments of the gift and grant of the said *R.L.* his late Uncle, deceased, or any part or parcel of the same, shall or may in any wise be discontinued, bargained, sold, aliened, transferred, given, granted, devised or otherwise passed or conveyed away unto any other person or persons whatsoever; unlesse it be to the use and behoof of the said *R.L.* parties to these presents, and the Heir of the body of the said *R.* by and upon the body of the said *T.Y.* lawfully to be begotten, or to those of him the said *R.L.* and the said *T.Y.* and of the Heir of the said *R.* for ever. And finally, the said *R.L.* doth covenant, &c. that if it shall happen the said *T.Y.* after the solemnization of the said marriage; to have issue of her body by the said *R.L.* lawfully begotten, and afterward to decease in the life time of the said *R.L.* that then he the said *R.* shall and will by his last Will and Testament in writing give, bequeath and devise to the issue of the said *R.* and *T.* lawfully begotten as aforesaid, the moiety of all such goods and chattels as he the said *R.L.* at the time of his death, shall have and be possessed of; and also the moiety of all such debts and duties, as shall be payable and due to the said *R.L.* at the time of his death, over and above assessments, and sufficient to answer, satisfie and discharge all such debts and duties, as the said *R.L.* by any means shall then, *bona fide*, without fraud or collusion, be indebted and bound for, unto any person or persons whatsoever: And if the said *R.L.* shall happen to die (living the said *T.Y.*) That then he the said *R.* shall leave and bequeath unto the said *T.Y.* such and so much of his goods, debts and chattels (his whole debts, chattels and goods severed and divided into four parts, and the charge of his funerall, and all his debts and duties due to any others, fully paid and discharged out of the same) as shall amount in value to the three full parts of the same; so that the said *T.Y.* shall not;

nor may nor ask, claim or demand any moiety of the said goods, debts and chattels of the said R. then only the said three parts thereof, as aforesaid. *In witness, &c.*

*An Indenture of Covenants upon
Marriage, with special Covenants.*

THis *INDENTURE* made, &c. between *T. G.* of the one part, and *Sir W. M.* of the other part. *Witnesseth*, That in consideration of a Marriage, by the permission of God, to be had and solemnized: between the said *T. G.* of the one part, and the said Lady *W.* of the other part; and for the great good will and affection the said *T. G.* hath and beareth to the same Dame, and also to the intent all and singular the Messuages, Lands, Tenements and Hereditaments, with the appurtenances of the said *T. G.* hereafter in these presents specified, shall and may come, descend, remaine and continue to and in the issue of the said *T. G.* in such sort, manner and form, as by these presents is hereafter expressed, mentioned, limited and declared. It is now therefore covenanted, granted, condescended, concluded fully by and between the said parties to these presents, in manner and forme following: (That is to say.) The said *T. G.* for the considerations aforesaid, doth Covenant, promise and grant, for him, his Heires, &c. to and with the said *Sir W. M.* and *Sir T. N.* their, &c. by these presents, That he the said *T. G.* before the Feast of, &c. next ensuing the date hereof, shall make, cause or suffer to be made, one good, sufficient, lawful and indefeasible estate in fee simple, to the said *Sir W. M.* and *Sir T. N.* and their Heires, of and in the Mannors, Messuages &c. (*Receiv les tenures par lours several nosmes*) To have and to hold the said Mannors, Messuages, Lands, Tenements and Hereditaments, and other the premisses, with the appurtenances (except before excepted) to the said *Sir W. M.* and *Sir T. N.* and their Heires, to the use of the said *T. G.* untill such time as the said marriage be had and solemnized, then to the use of the said *T. G.*

In consideration of a Marriage to be had.

That T.G. shall
 passe an estate
 in fee simple.

Habend. to cer-
tain uses. 3 A
ed hand of radi
2, 3 and 4th
NW corner of

and of the said Dame S. for terme of her naturall life; and after her decease, to the use of the said T.G. and of the Heires males of his body upon the body of the said Dame S. lawfully begotten, or to be begotten: And for default of such issue, to the use of the Heires of the body of the said T.G. lawfully begotten, and to be begotten: And for default of such issue, to the use of the right Heire of the said T.G. for ever. And so put downe, so that the Lands be of certain value, and discharged of incumbrances, except Leases, and for other assurance. And then thus, *viz.* And for the more security, surety, sure making and conveyance of all and singular the said Mannors, and all other the premises, with the appurtenances (except before excepted) to the said Dame S. for term of her life, in manner and form aforesaid. The said T.G. for him, his, &c. Covenanteth, &c. That he the said T.G. and his Heires, and the said Sir W.M. and Sir T.N. and their Heires, and all and every other person and persons that now are, or at any time hereafter shall stand and be seized of and in the said Mannors, &c. (except before excepted) shall stand and be thereof seized, to the use of the said T.G. and D.S. after the same marriage had, for term of their two natural lives, without impeachment of waste (voluntary waste only excepted) and to such further uses and intents, as before in these presents are limited and expressed, and to none other uses, intents or purposes whatsoever. And that all and every estate and estates, assurance and assurances, conveyance and conveyances in the Law whatsoever, of the premises, or of any part or parcel thereof, hereafter to be had and made, shall be only to the said uses and intents in and by these presents before mentioned, limited and declared: A proviso that the said T.G. shall nor alien nor sell the Lands given her in Joynture by the former Husband, and then as followeth. And the said T.G. for him, his Heires &c. doth Covenant, &c. That if it fortune the said Dame S. after the said Marriage had and solemnized, to die and decease in the life-time of the said T.G. then it shall and may be lawful to and for the said Dame S. at her free will and pleasure, to make, publish and declare one Will and Testament

A Covenant
that it shall be
lawful for D.S.
to make a Will.

in writing under her hand and seale, and thereby dispose, give and bequeath to any her children, servants or freinds, for their preferments and advancements, the whole sum or value of 500*l.* of the goods and chattels of the said Dame S. Or if the same goods and chattels in the meane time shall fortune to be bargained, sold or otherwise put away by the said T.G. or his Assignes; then of the goods and chattels of the said T.G. as shall amount to the full value of 500*l.* as aforesaid, without any let, contradiction or disturbance of the said T.G. his, &c. and that in as large and ample manner, as if the said Dame S. were then a feme sole, and unmarried. And that he the said T.S. his &c. after the decease of the said Dame S. as aforesaid, so dying testate, upon lawfull request to him or them to be made, by such person or persons to whom the said D.S. shall make any such legacies and bequests, shall and will well and truly content and pay, or cause to be contented and paid to the same person and persons, all and every the goods and chattels, or the full value thereof to him or them so given and bequeathed, at such dayes and times as the said Dame S. by her last Will and Testament in writing sealed and subscribed, as aforesaid, shall limit and appoint. And further the said T.G. Covenanteth, &c. that if it fortune the said T.G. after the said Marriage had and solemnized, as aforesaid, to die, the said Dame S. then living, and the son and heire apparent of the said T.G. then being within the age of 21. yeares, that then the said D.S. shall have the chief Mannor house of D. wherein the said T.G. now inhabiteth and dwelleth; together with the warren of Conies, Dairy house and Dairy close, and all Gardens, Orchards, Dove-houses, Buildings, Barns, Stables, Ponds, Pools, and all other commodities, profits and easements to the same adjoyning and belonging. To have and to hold the said mansion, and other the premises, with the appurtenances, last before mentioned, unto the said Dame S. and her Assignes, during the nonage and minority of the said son, and Heire apparent of the aforesaid T.G. (if the the said Dame S. so long do live.) And also, if it happen the said T.G. to die before the said D.S. his Heire apparent, being

of the age of 21. years, or more; That then the said *D.S.* shall peaceably and quietly have, hold and enjoy the said chief Mansion house of *D.* together, &c. with the appurtenances thereunto belonging and adjoyning, as aforesaid, for and during the space of, &c. next after the decease of the said *T.G.* the same yeare to be accompted from and after the feast of, &c. which of them soever shall first happen, to come next after the death of the said *T.G.* And the said Dame *S.* for and in consideration of the premises doth for her selfe, her, &c. by these presents, frankly and freely give, grant, and betake to the said *T.G.* all the Household-stuffe, Bedding, Hangings, Plate, Chattels and Goods moveable whatsoever, within the Realm of *E.* which the said Dame *S.* hath and is possessed of, either in her own right, or as Executrix to any her said late Husbands (except and alwaies reserved to the said Dame *S.* and to her own only use and behoof, all her Jewels, Chaines of gold, and apparel, belonging to her person, which she doth or hath used, or intendeth to wear) To have, hold and enjoy all and singular the said goods and chattels, and other the premises, with the appurtenances, (except before excepted) to the said *T.G.* his, &c. to his and their onely use and behoof for ever.

In Witnesse &c.

A perfect assurance of a Foynture, after Marriage had, by way of Covenant.

Considerations

THis *INDENTURE* made, &c. between *B.A.* of the one part, and *L.H.* and *G.H.* of the other part. *Witnesseth*, that the said *B.A.* for and in consideration of the great and faithful good will, love, favour and affection that he the said *B.* beareth to and towards *D.A.* his now Wife, and for and in consideration of the true performance and accomplishment of all such premises and agreements had and made by the said *B.A.* upon the marriage between him the said *B.A.* and the said *D.A.* and for the

the assuring, conveying and making of a good and perfect Joynture of the Lands, Tenements and Hereditaments of the said *B. A.* unto the said *D. A.* for and during the term of her life, and to the intent the Lands, Tenements and Hereditaments of the said *B. A.* hereafter mentioned, may be sufficiently conveyed and assured to and for the Joynture of the said *D.* and to and in the said *B. A.* and his Heires for ever. He the said *B. A.* doth Covenant, promise, grant and agree to and with the said *L. H.* and *G. H.* and their Heires, That he the said *B. A.* shall and will, within the space of, &c. next ensuing the date of these presents, by good and sufficient conveyance and assurance in the Law, sufficiently convey and assure unto the said *L. H.* and *G. H.* and their Heirs, or to the survivor of them, and his Heires, or to the Heir or Heires of the survivor of them, and the Heires and Assignes of such Heir and Heires, for ever; All that his marsh ground or lands, with the appurtenances, called, &c. lying and being in &c. or in any of them, within the County of *E.* and also all other his Lands, Tenements and Hereditaments, with the appurtenances, in, &c. aforesaid. And that the said conveyance and assurance so to be had and made within the space of, &c. next ensuing the date of these presents, shall remaine and be. And the said *L. H.* and *G. H.* and their Heires, and the survivor of them, and his Heires, immediately from and after such conveyance and assurance so had and made, shall stand and be seized of and in all and singular the said Lands, Tenements, Hereditaments, and other the premisses, with their appurtenances, to the uses, intents and purposes hereafter in these presents set down, expressed and declared, and to none other use intent or purpose. (That is to say) To the use and behoof of the said *B. A.* and *D. A.* for and during the life of the said *A.* and for the Joynture of the said Dame, and in full recompence and allowance of her Dower, and immediately from and after the decease of the said *D. A.* to the use of him the said *B. A.* his Heires, &c. forever. Provided alwaies, and notwithstanding, and it is the true intent and meaning of the said *B. A.* and of the parties to these presents, that it shall and may be

That *B. A.* shall assure Lands to *L. H.* and *G. H.*

To the use of, &c. for her Joynture.

lawful

A proviso, that
it shall be law-
full for him to
make Leases
for 21 years, or
3 lives, or un-
der.

lawful to and for the said *B.A.* at any time or times here-
after, at his will and pleasure, to demise, grant and make a-
ny Lease, or Leases, for the terme of 21 yeares, or under, or
for three lives, or fewer, of all and singular the aforesaid
Lands, Tenements and Hereditaments, and other the prem-
isses, with their appurtenances, or of any part or parcel
of the same, which have most commonly been used to be
demised, or to farm-letten, by the space of 20 years last past
before the date hereof; and whereof, at the time of the
making of any such Lease and Demise, there shall not be any
former lease in being, and to have continuance above the
term of three years, or one life at the most: so that the said
D.A. be made party to every such Leases and Demises.
And so, that the old accustomed rent and rents, or more, be
or shall be reserved upon all and every the said Leases,
Grants and Demises so to be made of the premises, or of
any part thereof, as is aforesaid, to continue and be yearly
payable, during every of the same Leases and termes, unto
the said *B.A.* and *D.* and the Heires and Assignes of the said
&c. And so alwaies as the said Leases, or Demises, or any of
them, be not in any wise dishonourable of wast. And that
then, and so after, the said *L.H.* and *G.H.* and their Heires,
and the survivor of them, and his Heires, shall stand and be
seized of and in all and singular the said Lands, Tenements,
and Hereditaments, and other the premises, with their ap-
purtenances, and of and in any part or parcel thereof, so to
be demised and leased, to the uses and use of all and every
such person and persons to whom the premises, or any part
or parcel thereof, shall be demised and leased, their Execu-
tors, &c. for and during such term and terms therein, as
shall be limited upon any such Lease, or Leases, so to be
made, as aforesaid: So that he or they to whom any such
Lease, or Leases, shall be made, as aforesaid, their Execu-
tors, &c. do well and truly pay or cause to be paid, such,
the same yearly rents and payments as shall be reserved and
appointed to be paid, upon the making of every or any such
Lease or Leases, as aforesaid, to the said *B.A.* and *D.* du-
ring the life of the said *D.* and after her decease, to all and
every

every such person and persons, to whom, from time to time, and for the time being, the immediate use, estate, reversion, remainder or interest of and in the same, or of and in any part or parcel thereof so to be demised or leased, as aforesaid, shall by and according to the true intent and meaning of these presents, next belong; revert, remain and come or be after the expirations of such several Demises or Leases: And shall doe, and well and truly observe, perform, fulfil and keep all and singular the Covenants, grants, articles, conditions and agreements contained and specified in the same Lease, Leases and Demises, on the tenants part to be observed, performed, fulfilled and kept, according to the true intent and meaning of every such Lease, Grant or Demise. And so also, and upon condition, that he or they to whom any such Lease, or Leases shall be made, his or their Executors, &c. do not at any time or times during his or their several estate or estates of and in the premises, or of and in any part or parcel thereof, so to be demised or leased, commit or make, or willingly or wittingly procure, or assent, or suffer to be committed or done, any manner of waste, spoil, or destruction in and upon the premises, or in and upon any part or parcel thereof, which shall amount to the value of 10 s. without the special licence and assent of the said B.A. and D.A. or of such person or persons to whom the immediate use, reversion, remainder or use thereof shall for the time being be and appertain. And also, so that he or they to whom any such Lease or Leases shall be made of the premises, or of any part or parcel of the same, as aforesaid, shall and doe at all times during his or their estate or estates, of and in the same, well and truly content and pay, or cause to be contented and paid to all and every such person or persons, to whom from time to time, and for the time being, the immediate use, estate, reversion, remainder or interest of and in the same, shall by and according to the true meaning of these presents, next belong revert, remain, come, or be, after the expiration or determination of such said several demises, all manner of rents, services, duties and customs, which either upon such several Demises or Leases so

A Covenant,
that if he doe
not convey the
Lands within a
year, then the
parties seized
shall be seized
to her use.

to be made, as aforesaid; shall be reserved, or otherwise due, by reason of the Lands so to be demised or leased, according to the true meaning, purport and intent of the said several Demises or Leases thereof, to be made in manner and form aforesaid. And further the said *A. B.* for the considerations before in these presents expressed, doth for him, and his Heires, Covenant, &c. That if he the said *B. A.* shall not, or doe not, within the said space of, &c. next ensuing the date of these presents, well and sufficiently convey and assure all and singular the premises, with the appurtenances, unto the said *L. H.* and *G. H.* and their Heires, as aforesaid; or shall or doe leave any part or parcel of the premises not sufficiently conveyed and assured unto the persons aforesaid, in manner and form aforesaid: That then immediately from and after the end of the said one year next ensuing the date hereof, as aforesaid, the said *B.* and his Heires, and all and every other person and persons that shall then stand and be seized of and in the premises, or of any part or parcel thereof, shall stand and be seized of and in all such and so much of the premises, with the appurtenances, as shall be so left, and not sufficiently conveyed, as aforesaid, to such and the same uses, intents and purposes, and with and under such conditions, provisoes, contingents, limitations and liberties, as before in these presents are limited, declared and expressed, and to none other use, intent or purpose.

In witness, &c.

An Indenture of Marriage already agreed upon, with divers special Covenants concerning the same, and other uses to that intent.

THIS *INDENTURE* made, &c. *Witnesseth*, that for and in consideration of a Marriage already agreed upon (by the grace of God) shortly to be had and solemnized

zed between the said *T P* and *MG* Sister unto the said *I G*, and in consideration of the sum of, &c. to be paid unto the said *T P* in preferment with the said *M* to the said Marriage, by the said *I G* well and truly contented and paid, as hereafter by these presents is declared and appointed: And for divers other good and reasonable causes, respects and considerations the said parties severally moving, It is now Covenanted, granted, concluded, condescended, and agreed by and between the said parties, and either of the said parties doth by these presents, Covenant, grant and agree, for himself, his Heirs, &c. to and with the other of the same parties, his Heirs, Executors and Administrators, and every of them, in manner and form, and to the effect following: *viz.* First, the said *EP* and *T P* do by these presents, for them, their Heirs, &c. grant, covenant and promise, and either of them, for and by himself, his Heirs, &c. doth grant, &c. to and with the said *I G* his Heirs, Executors and Administrators, That they the said *EP* and *T P* and either of them, at all times hereafter, and from time to time, at and upon the reasonable request, costs and charges in the Law of the said *I G* his Heirs, &c. shall and will make, seal, deliver, acknowledge, suffer, perform, perfect and execute unto such person or persons, or his or their Heir, as the said *I G* his Heirs, &c. shall nominate, and appoint, all and every such conveyances, estates, feoffments, fines, re coveries, acts, things, writings, demises and assurances in the Law, in and upon all the capitall Messuages and Tenements with the appurtenances, called; &c. situate, &c. and all the Lands, Tenements, Meadows, Leafowes, Pastures, Woods, Underwoods, Commons, Rents, Reversions, Conditions and Hereditaments whatsoever, to the same capitall Messuages in any wise belonging, or now, or at any time herefore, let, used, occupied or enjoyed to or with the same, or known, reputed, accepted or taken for or as part thereof: And of, in and upon all that capitall Messuage, &c. called, &c. and of, and in, and upon all that water corn mil ne, *cum pertinentiis*, commonly called or known by the name of, &c. and all Lands, pools, waters, water-courses, stagns, ponds, flood-gates,

gates, streams, profits, maltures, suit, commodities, customs, easements and emoluments to the same milne belonging or appertaining, or to or with the said milne occupied or enjoyed; and of, in and upon all and singular those two several Messuages and Tenements, with the appurtenances; in, &c. commonly called by the several names of, &c. and all the Lands, Tenements, Cottages, Meadows, Leafowes, Woods, Pastures and Hereditaments whatsoever, *cum pertinentiis*, to the said several Messuages, or either of them severally belonging or in any wise appertaining; or to and with the same Messuages, or either of them, now or at any time heretofore occupied, used or enjoyed. And of, in and upon all those Messuages, Lands, Tenements and Hereditaments, *cum pertinentiis*, which the said *E* and *T* or either of them, hath, or at any time had in, &c. and which now be, or late were in the several tenures, possessions or occupations of, &c. or any of them, or their Under-tenants or Assignes, or the Under-tenant or Assignee of either of them: And of, in and upon all the tythes of corn, grain and hay, and all other tythes coming, growing, recruing and arising of and within, &c. and the same fields and grounds compassed, &c. And of, in and upon all courts, profits and perquisites of courts, waifs, straves, heriots, reliefs, royalties, and all other profits and commodities of the same: And of, in and upon all other the Messuages, Lands, Tenements and Hereditaments, *cum pertinentiis*, which the said *E* and *T* have, or at any time had, of or in any state of inheritance, within, &c. or any of them. To have and to hold the said Messuages, Lands, Tenements and Hereditaments, and all other the premises with the appurtenances, unto the said person or persons to be named and appointed as aforesaid, and his or their Heirs or Assignes, to the uses, behoofs, purposes and intents, and with, upon and under the conditions, provisos, liberties and limitations hereafter in these presents limited, expressed, set down, appointed and declared by the said *I G* his, &c. or his or their Council learned, shall be reasonably devised, advised, framed or required, so as the said *E* and *T* nor either of them, shall not be compelled or driven to go or travel,

Habend' to uses.

travel, for the making, acknowledging, suffering or executing of the said estates, feoffments, &c. or any of them, out of the County of, &c. And it is granted, condescended, concluded, accorded, determined and agreed by and between the said parties to these presents, for them, their Heirs, &c. That the said estates, conveyances, &c. shall be, and the said person or persons, and his or their Heirs or Assignes, shall stand and be seized of all and singular the said Messuages, Lands, Tenements and Hereditaments, and all other the premises, with the appurtenances, to the several uses, intents, behoofs and purposes; and with, under and upon the conditions, provisos and limitations hereafter in these presents limited, appointed, Specified, expressed and declared, and to none other use, intent, purpose or meaning. That is to say, that the said estates, &c. for, touching and concerning the said Messuages and Tenements, *cum pertinentiis*, called, &c. and the Demeasne Lands belonging thereunto; and all Lands, Meadows, &c. *ut supra*, occupied and used for as Demeasne Lands thereunto belonging, and all Lands, Meadows and Pastures, or to or with the same, or either of them; and for and touching the said several Messuages, Lands and Tenements, with the appurtenances, now or late in the several tenures, possessions or occupations of, &c. shall be, and the said person and persons, &c. or his or their Heirs or Assigns, shall stand, and be thereof seized, to the use and behoof of the said *T P*, and of the said *M*, for and during the term of their natural lives, and the longer liver of them, for and in the name of a Joynture to the same *M*, without impeachment of waste, during the life of the said *T P*: and after their decease, to the use and behoof of the first son which the said *T* shall hereafter have of his body upon the body of the said *M* lawfully begotten, and to the use and behoof of the Heirs of the body of the said first son lawfully issuing; And for default of such issue, to the use and behoof of, &c. And the said estates, for, touching and concerning the rest and residue of the said Messuages, Lands, Tenements and Hereditaments, *cum pertinentiis*, whereof no use is before by these presents limited, appointed or declared,

That it shall be to the use of *T. P.* and *M.* for a Joynture, and to other uses.

If it happen
any of the lands
aforesaid to be
lawfully evicted
out of her
possession, then
she is to be as-
sured of other
lands to their
full value.

red, shall be, and the person or persons, &c. and his or their Heires or Assignes, shall stand and be thereof seized, to the use and behoof of the said *E.P.* for and during the term of his natural life without impeachment of wast; and after his decease, to the use and behoof of the said *T.P.* for and during the terme of his natural life, without impeachment of wast; and after his decease to the use and behoof of the first son and the Heir of his body lawfully issuing: and for default of such issue &c. Provided alwayes, and it is further Covenanted, &c. that if at any time after the death of the said *E.P.* & *T.P.* the premises so, as aforesaid, limited or appointed to or for the Joynture of the said *M.* or any part or parcel thereof happen by any way or means to be lawfully evicted or divested by recovery or entry, or by any other lawful means, out of, or from the possession or seizin of the said *E* now Wife of the said *E.P.* her Lessee or Assignee, by reason of her Dower, or of any Joynture or estate of the said *E* at any time heretofore made, or hereafter to be made: That then, and at all times, after the said estates, &c. and all other assurance whatsoever, at any time or times hereafter to be had, made or passed, in performance of any Covenants, grants or articles comprized in these present Indentures, shall be, and shall endure, and shall be construed, deemed and adjudged to be and endure: And the parties and persons to whom the Covenants and assurances, or other assurance of the premises, or any part thereof, shall be made, and their Heires and Assignes, shall stand and be seized thereof, and in so much of the premises to be chosen out and laid forth by the said *M.* and her Assignes, at her and their free liberty and pleasure, as shall and may in every respect fully countervail and be equivalent to the said Lands, Tenements and Hereditaments so to be evicted or divested out of her possession or seizin, by the said *E.* or her Lessee or Assignee, unto the use and behoof of the said *M.* and her Assigns, for and during the natural life only of the said *E.* and to no other uses before in these presents specified; any thing aforesaid, or any thing to be contained in the said assurances, estates and conveyances, or any of them to the contrary, &c. Provided also, and it is moreover Covenanted, &c.

&c. That after the decease of the said *E* it shall and may be lawful to and for the said *T* at all and every time, times, and from time to time during his naturall life, by Deed indented under his seal, to demise, grant, set and let the said Messuages, Lands and Tenements, or any part or parcel thereof, unto any person or persons in possession, and not in reversion, other then and except the premises before by these presents limited and appointed for the Joynture of the said *M* and other then, &c. so as the same grants, leases or estates shall not surmount nor exceed the term & number of 21 years, or three lives, from & after the making of such Lease or Leases; and so as also there shall be reserved upon every such Lease to be yearly paid during the continuance thereof, such and so much yearly rents, duties and services, as are now paid or answered for or out of the same, or more. And that then the said estates, &c. and other assurances to be had, levied, suffered and made by the said *E* or *T* or either of them, of the said premises to be demised, as aforesaid, shall be and shall enure, and the said person and persons to be, to be named as aforesaid; and his or their Heirs or Assignes shall stand and be seized of the premises to be demised from and after the demising or granting thereof, to the use and behoof of all and every such person and persons, and their Assignes, to whom any such demise or demises shall be so made for and during the terme or termes for which the same shall be so demised, according to the intent, effect and true meaning of such demises, and every of them, so as the same person or persons, and his and their Executors, &c. severally and respectively doe and shall well and truly pay, or cause, &c. to such person and persons for the time being as shall be in the next and immediate reversion or remainder of the same Lands and Tenements so to be demised, the rents, duties and services in the said several Leases to be reserved upon every such several daies and times in their said Leases severally to be contained, or at the furthest within 30 daies next after the same shall be due and payable; and reasonably demanded by him or them, in the next and immediate reversion or remainder thereof; and doe performe in convenient time, after request in that behalfe to be made, all Co-

That it shall be lawful for *T*. after *E*'s, decease, to make Leases.

venants

That it shall
be lawfull for
T. after E's de-
cease, to make
his other wifes
Joyntures.

venants and grants in the same Lease, Leases or grants to be contained, and to be performed on his or their parts and behalfs, shall not wittingly or willingly commit or suffer any waite above the value of, &c. in any one Tenement so to be demised or letten: And from and after such Demises or Leases to be had and made, and as they severally end and determine, to such further use and uses, and in such sort, manner and form, as are before in these presents limited, mentioned and declared for and touching the same, any matter or thing, &c. *ut supra*. Provided also, and it is likewise Covenanted, &c. that after the decease of the said *E P* it shall be lawfull to and for the said *T P* at all times, and from time to time, during his life, by writing indented under seal, to grant, convey, appoint or assure the said Messuage and Tenement, *cum pertinentiis*, commonly called, &c. and the Lands & Demeasnes thereunto belonging, or therewith used or occupied for or unto the use of such woman or women, as the said *T P* shall hereafter marry or espouse, for and during her or their life or lives, and no longer, for and in the name of a Joynture, and not dishonourable of waite; reserving therefore yearly the annual rent of, &c. to be yearly paid during the continuance of the same estate, or otherwise by writing indented under seal, from time to time, at his liberty and pleasure, to demise, grant and let the same capital Messuage or Tenement, and the Lands and Demeasnes thereunto belonging, or otherwise used or occupied unto any person or persons in possession, and not of nor in reversion for the term of, &c. or under, from the day of the date of such writing indented. Yeilding and reserving therefore yearly, the annual rent of, &c. to be yearly paid during the continuance of such Lease: And that from and after such grants, conveyance, assurance, demise or setting, so, as aforesaid made or passed, the said estates, &c. before in these presents mentioned to be made and passed, shall be for and touching the said capital Messuage and Tenement, called, &c. and the Lands and Demeasnes thereunto belonging, or otherwise used or occupied. And the said person and persons, &c. and his or their Heirs and Assigns, shall stand and be

be thereof seized to the use and behoof of the same woman or women, or Lessee or Lessees, for and during the said term of, &c. or under, so as the woman or women, Lessee or Lessees, do and will yearly, during the continuance of their estates or term, content, satisfie and pay the annual rents reserved by or upon the said writings indented, according to the effect and true meaning thereof, unto him or them to whom the immediate reversion or remainder of the said capital Messuage or Tenement, and the Lands and Demeasnes thereunto belonging, or therewith occupied or used, shall by and according to the true meaning of these presents for the time being, belong and appertain; and that for and touching the reversion or remainder of the same capital Messuage or Tenement, and the Lands and Demeasnes thereunto belonging, or therewith occupied or used, expectant upon such estate for life or years, the said estates, &c. shall be: And the said person and persons, &c. and his or their Heirs and Assigns, shall stand and be thereof seized to such other uses, behoofs and purposes, and in such sort, manner and form, and of and in such form, and of and in such estate and use of inheritance, and of such person and persons as are before in these presents appointed, named and declared for or touching the same, any thing in these presents contained, &c. *ut supra*. Provided alwaies, and it is granted, &c. That it shall and may be lawfull to and for the said *E P* at any time during his life, by writing under seal, and by matter of record, to grant, convey, appoint or assure unto the said *E P* his Son, for and during the term of his naturall life, and no longer, one annuity or rent charge, not exceeding 22. at the most, to commence from and after the decease of the said *E P*, and to be issuing and going forth and distrainable in, from and out of the said Messuages, Lands and Tenements, or any part or partell thereof, other then the said Lands and Tenements before appointed for the Joynture of the said *M*, and to have during life onely, and no longer, as to the said *E* during his life, shall be thought meet and convenient. And that from and after such grant, appointment, conveyance and assurance of such annuity or yearly,

That it shall be lawfull for him to make annuities.

yearly rent of the said estates, &c. covenanted by these presents to be made, shall be for and touching such of the said Lands and Tenements as shall be so charged: And the said person or persons, &c. and his or their Heirs and Assigns, shall stand and be seized of and in the said Lands and Tenements so charged, to the intent, trust and use that the said *E D* shall have, take, perceive, receive, distrain for and enjoy the said annuity or yearly rent-charge, according to the true meaning of the said grant, appointment or assurance to be thereof, as aforesaid, made, without fraud or covin. And yet neverthelesse the same Lands and Tenements being made subject and chargeable to or for such annuity or yearly rent as are before by these presents appointed, declared or expressed for and touching the same, anything in these presents, &c. Provided also, &c. for liberty to *T P* to grant annuity for every his younger sons by marriage for life, not exceeding 6l. a piece. And whereas the said *I L* hath conveyed and assured unto the said *E P* and his Heirs (expresse the Lands) And whereas the said *E P* hath entred into Bond unto the said *I L* with condition, that in case the said *I* his Executors, Administrators and Assigns, should pay unto the said *E P* his Heirs, &c. the sum of, &c. in the porch of, &c. at the Feast of, &c. in the same Bond contained: That then he the said *E P* or his Heirs, shall convey and re-sure the same Lands and Tenements back again unto the said *I L* and his Heirs for ever, as by the same Bond and condition thereof made, more at large appeareth. It is now provided, granted, &c. that if the said *I L* his Heirs, &c. at any of the said Feasts, &c. in the condition of the said Bond mentioned; or the said *E P* his Heirs, &c. within, &c. next after any of the said Feasts, do or shall content or pay unto the said *T P* or the heir of his body upon the body of the said *M* lawfully to be begotten; or in default of such issue to the Executors or Assigns of the same *T P* the sum of, &c. That then and from thenceforth all and singular the uses before specified in these presents, be they present, contingent or future, for and touching the same Lands and Tenements which were conveyed and assured unto the said

E P by the said *I L*, as aforesaid, shall utterly cease, determine and be utterly void; to all intents and purposes. And that then and at all times after the said estates, &c. for and touching the said Lands and Tenements, shall be: And the said person or persons, &c. or his or their Heirs and Assignes, shall stand and be thereof seized to the use and behoof of the said *I*, and his heirs for ever. And that then and from thenceforth the same Lands and Tenements, nor any part nor parcel thereof, shall not be subject nor lyable, nor the estate thereof alter or change to or for any other use, intent, purpose or behoof, these presents or any thing, &c. And the said *E P* and *T P* do by these presents covenant, &c. That the said *E P* and *T P*, their Heirs, &c. or some of them, shall and will at all times from and after the marriage had and solemnized between the said *T P* and *M G* well and sufficiently acquit, exonerate and discharge, or otherwise from time to time, upon reasonable notice and request, full and sufficiently save and keep harmlesse as well the said *M G* and her Assignes, and their said Sons and Heirs of their two bodies lawfully issuing; As also all and singular the said Messuages, Lands, Tenements and Hereditaments, with the appurtenances, of, for, from, touching and concerning all and all manner of bargains, sales, gifts, grants, Joyntures, fines, dowers, recoveries, feoffments, estates, tails, limitations, uses, leases, mortgage, rents-charge, statutes, merchants and of the staple, judgments, recognizances, intrusions, conditions, entries, troubles, titles and incumbrances whatsoever, at any time heretofore had, made, done, committed, acknowledged, grown, executed, occasioned, caused or willingly or wittingly suffered or hereafter to be made, &c. by the said *E P* and *T P*, or either of them, or any other person or persons by their or any of their assent, means, authority, title or procurement (the rent and services hereafter to grow due to the chief Lord or Lords of the fee of the premises, and the Title of Dower or estate in Joynture of the said *E*, now wife of the said *E D* in and to the premises; and all Leases heretofore made by the said *E* for 21 years or under, now in being; whereupon the

That *E. P.* and *T. P.* shall acquit and discharge as well *M.* as also the Lands.

now rents and services paid on answered for the same or more, are reserved and shall be yearly due and payable during the same term and terms of the said Lease and Leases; and all estates, conveyances, grants, leases and assurances to be made by and according to the true meaning of these presents; and such condition and title as the said *E. B.* and his heirs have to redeem the premises by him, as aforesaid; conveyed and assured unto the said *E. P.* and such Lease as the said *E. P.* hath heretofore made and passed unto *IC* an expresse Tenant of and upon the Tenement, &c. for and during the term of, &c. whereupon there is reserved and shall be payable during the continuance of the same Lease, then also only excepted;) And whereas the said *E. P.* is possessed for divers years yet enduring of and in the tythes and portion of &c. in &c. of and in &c. Now the said *E. P.* and *T. P.* do grant &c. that the same *E. P.* and *T. P.*, and either of them, and the Executors and Administrators of either of them, shall and will at all times hereafter, and from time to time, at and upon the reasonable request, costs, and charges in the Law of the said *B. G.* his &c. make &c. unto such person or persons &c. of, in and upon the said tythes, leases for years and interest, and the Indentures and writings thereof: To have and to hold the same Tythes, leases, terms, interest, and the Indentures and writings unto the said person or persons &c. their &c. to the intent, use, trust and confidence that the said person or persons, &c. and his or their &c. shall suffer and permit the said *B. P.* during his life, to have, hold, occupy and enjoy the said tythes and leases, and receive the rents, issues, and profits thereof; and to the intent, use, trust and confidence that the said person or persons, to be named and appointed, as aforesaid; and his or their heirs &c. shall and will permit and suffer the said *M.* from and after the decease of *E. P.* for and during her life to have, hold, occupy, possesse and enjoy the tythes and portion of tythes of &c. and to the intent, use, trust and confidence that the said person or persons, &c. shall from and after the decease of the said *E. P.* permit and suffer the said *T. P.* and the heirs of his body, upon the body of the said *M.* lawfully to be begotten: And for default of such issue &c. to have, hold, occupy and

and enjoy the said rest and residue of the said tythes, farms, and leases; together also with the said tythes and portion of her, from and after the decease of the said *E P* and *M G*, to take and receive the rents, issues, and profits thereof, during the rest and residue of the terms and years of the said several leases, without fraud and covin. And the said *E P* and *T P* for them &c. That they the said *E P* and *T P* their &c. or one of them, shal & wil at all times hereafter, acquit & discharge, or otherwise upon reasonable notice and request, fully and sufficiently release the said tythes, farms, leases & interests, of, for touching and concerning all and all manner bargains, &c. what soever had, made, done, acknowledged, caused, procured, occasioned, willingly or wittingly suffered, or hereafter to be had &c. by the said *E P* and *T P*, or either of them, or any other, by their or any of their means, assent, commandment, authority or procurement. (The rents, duties, grants, and covenants contained in the said several leases only excepted and foreprized.) And that the said *M* and the heirs of the body of the said *T P* upon her body lawfully to be begotten, shall or may have, &c. the said tythes, &c. according to the intent and true meaning of these presents, without any let, suit, &c. of any person or persons that lawfully claim the premises, or any part or parcel thereof, from, by, or under the said *E P* and *T P* or either of them, or after, or by reason of any forfeiture committed or willingly suffered by them or either of them (except such interruption, suit, or troubles as shall be made, done, or committed by the said person or persons to be named and appointed as aforesaid, or his or their, &c. or any of them.)

In witness, &c.

*An Indenture of Use for the cutting off Lands en-
tailed in the right of the Wife, making the same
to the use of her Husband for ever.*

A Covenant to
suffer a Reco-
very.

That the Reco-
very shall be to
the use of R. F.

THIS **IN DENTURE** made, &c. between **R. F.** **Witnesseth**, That it is covenanted, granted, consdescended and agreed between the said parties by these presents, That they the said **R. F.** and **M.** on this side, and before the Feast of **Trinity** shall suffer the said **L. and C.** in due form of Law, to recover against the said **L. and M.** and their heirs, and the heirs of them, and either of them in the Court of **Hastings** of **L.** holden in the *Guild hall* of the same City, according to the custom of the same City, the Mayor and Sheriffs of the same City, aforesaid, two Messuages, &c. with all and singular shops, &c. by the name of &c. lying and being &c. and to have and take execution thereof accordingly. And it is further covenanted, &c. and the said **R. F.** and **J. S.** for them, &c. That immediately from and after the judgment and execution had of the same recovery, as well the said **R. F.** and **J. S.** and their heirs shall stand and be seized of the premises, as also of the same Recovery in form aforesaid to be had and sued for, the two Messuages shall be to the use and behoof only of aforesaid **R. F.** and of his Heirs and Assigns for ever, and to no other use, purpose or intent.

In witness, &c.

An

An Indenture of a Lease of a Water-House,
and Engines, penned by Council.

THis INDENTURE made, &c. between, &c. Witnesseth, That whereas the Mayor and Commonalty, and Citizens of the City of London, by their Indenture of Lease under their common Seale, bearing Date, &c. for the consideration therein specified; have demised, &c. unto T. P. of &c. all that Cisterne or Cisternes to our place of store or receipt for Water, at or near unto the place called, &c. aforesaid, the ground thereof containing in measure, &c. or thereabouts, and all those Engines, buildings, and Water-courses at or near unto the Wharfe aforesaid before that time made or erected by B. B. of &c. or by his Assignee or Assignes, or by his or their appointment, or by any others for conveyance of Water into certain places within the City of, &c. and the liberties thereof, out of the River of Thames; which cisterne, tower or place of store or receipt and engines, buildings, and water works, then were in the tenure or occupation of the said T. P., or of his Assignee or Assignes, together with free egress and regress to and from the said water works, and place of store or receipt for water. And whereas the said Mayor and Commonalty and Citizens by the said recited Indenture of Lease, have for them and their Successors given and granted full power, license and authority to the said T. P. his. &c. and every of them, at all convenient times during the time and terme in the said Indenture of Lease limited by them, their Servants, Labourers and Workmen, Deputies and Assignes to lay and convey any pipe or pipes of lead, as well within the said River of Thames, as in the said Wharfe called, &c. for the bringing of water to the said Cisterne or Cisternes, Engine or Engines, as also in any other place or places in any the streets or common passages, or other places of the said City of London, and the Liberties thereof

The grant from
the Mayor and
Commonalty
to T. P. of the
Cistern.

whereas

wherefoever the said T. P. his Executors, Assigns, Servants, Deputies or Work men shall think good, for the bringing and conveyance of the water from the said Engine or Engines to any house or houses, or any other place or places within the said City or Liberties, as the said T. P. his Executors, Assigns, Servants, Deputies or Work-men shall think good (and the same not being hurtful or noyous to the pipes, vaults, or buildings of or within the said City, nor any of them, nor to be done without reasonable notice before given to the Chamberlaine of the said City, for the time being) to the end he may first consider of such hurt or noyance, and so as it be not through any mans house or ground against the good will of the Tenant or Occupier thereof. And whereas also the said Mayor and Commonalty, and Citizens (as much as in them did lie) have by their said Indenture of Lease for them and their Successors, Demised, letten and granted to the said T. P. his &c. all that place or plot of ground containing by estimation &c. &c. therabouts, where the said Cisterne or Cisternes, Engine or Engines, building and Water-works are employed, built and erected, together with free liberty of access, ingress, egress and regress to and from all and every the premises, to have and to hold for the terme of, &c. commencing from the Day of the Date of the said recited Indenture of Lease, for and under the yearly Rent of, &c. payable as in and by the said recited Indenture of Lease (whereunto relation being had amongst divers Covenants, Grants, Articles, provisions and agreements therein contained) more at large appeareth. And whereas the said T. P. hath since the said original Indenture of Lease, to him in form aforesaid, made and granted, made divers and sundry Leases and Estates of divers pipes of lead parcel of the premises conveying water to the several houses of divers persons in the City of London and Suburbs thereof, and thereupon hath reserved divers and sundry Rents. And whereas also the said T. P. by a certain Deed indented, bearing Date, &c. acknowledged to be inrolled in the high Court of Chancery, hath bargained, sold and assigned to C. E. of, &c. and T. J. of, &c. all

The recital of the grant from T. P. to divers Persons of the pipes of lead.

The grant from T. to C. E. and T. J. of the whole.

his

his estate, interest, and terme of years of and in the premises. And where the said *C.E.* and *T.F.* by certain Deeds indented bearing Date, &c. Have bargained, sold and assigned to the said *Sir G. A.* his Executors and Assignes one equal twenty fourth part of all and every the said Cisterns or Cisternes, tower, place or store for water engines, water-works, plat of ground, benefits profits, commodities and premisses, the same into twenty four equall parts, being, or to be divided. And to the said *T.H.* four equal twenty fourth parts of all and every the said Cisterns or Cisternes, Tower, place or store for Water Engines, Water-works, plat of ground, benefits, profits, commodities and premisses, the same into twenty four equal parts, being or to be divided, as aforesaid. And to the said *E.B.* one equal twenty fourth part, and the moyety or one halfe of a twenty fourth part of, &c. *ut supra.* And to the said *C.A.* four equal twenty four parts of all and every &c. *ut supra.* And to the said *S.A.* one equal twenty fourth part of all, &c. *ut supra.* And to the said *A.H.* one equal twenty fourth part of, &c. *ut supra.* And to the said *E.W.* the moyety or one half of one equal twenty fourth part of all, &c. *ut supra.* And to the said *G. For-man* one equal twenty fourth part of all and every the premisses (the same into twenty foure equal parts being or to be divided, as aforesaid.) As in and by the said Deeds indented, bearing Date, &c. more plainly appeareth; by force whereof the said *Sir G. A. T.H. E.B. C.A. S.A. A.H. E.W.* and *G.F.* are at the enfealing of these presents lawfully interested and possessed of all the said Cistern and Cisternes, Tower, place of store, or receipt of Water-Engines, Water-works, plat of ground, priviledges, commodities, and other the premisses. Now this Indenture further witnesseth, That the said *G. A. T.H.* &c. for and in consideration of the Rent, Covenants, payments and sums of money here-under severally and respectively reserved and mentioned to be paid, done and performed by the said *H.H.* his &c. and for and in consideration of the sum of 300 l. of &c. hereupon conditionally assured to be paid at several dayes after the Feast day of, &c. next ensuing the Date of these presents according

From *C.E.* and
T.F. to *Sir G.A.*
T.H. &c. by
parts.

The consideration.

The Demise to
H.H.

Habend' for
400 years.

according to the conditions of several obligations: Have demised, betaken and to farme letten, and by these presents do, &c. unto the said H H, all their said Cisterne or Cisternes, tower, place or store for water, and the use of all and every the said Engines, buildings and water-works at or near the said Wharf, called, &c. heretofore made and erected by the said B B. or by his Assignee or Assignes, or by his or their appointment, or by any other for conveying of water into certain places in the said City of London, and the Liberties thereof out of the said River of Thames, as abovesaid, and free egress and regress to and from the said water works and place of store and receipt for water, and all the said place and plat of ground, containing by estimation, &c. where the said Cisternes, Engines and Water-works are employed, built and erected, and the use of all and every other the premisses, with the appurtenances in and by the said original Indenture of Lease to the said T P, granted as aforesaid, together also with all and singular other the authorities, priviledges, preheminences, matters, liberties, powers and things whatsoever granted, passed or conveyed to the said T P by the said original Lease in as large and ample manner to all intents and purposes as they the said Sir G A T H. &c. may or might have, use, exercise or enjoy the same by force of the said Original Lease and mean Assignments aforesaid, and the reversion and reversions of the premisses and of every part thereof, for the terme only by these presents demised, and expressed, and all rents and yearly profits whatsoever reserved upon any whatsoever under-Lease, Demise or Grant made of the premisses, or of any part or parcel thereof before the enfeoffing of these presents: To have and to hold the said Cisterne and Cisternes, tower, place of store, or receipt for water, and the use of the said Engines, Buildings, Water-works, and the said place or plat of ground aforesaid where the said Tower is erected, and all benefits, authorities, priviledges, powers, profits and commodities, and all and every other the premisses, with the appurtenances by these presents mentioned and intended to be demised unto the said

H H

H.H. his, &c. from the Feast day of, &c. next coming after the Date of these presents, unto the end and terme of 400. yeares from thence next ensuing, and fully to be compleat and ended : Yeilding and paying for the first yeare of the said terme of, &c. unto the said Sir G.A. T.H. &c. or their Assignes, one corne of pepper at the feast of, &c. (if it be lawfully demanded) And also yeilding and paying yearly every yeare during the other 399. yeares residue of the said terme of, &c. unto the said Sir G.A. his, &c. at the fore-doore of the said tower, place of store or receipt for water, the yearly rent or summe of, &c. at two Feasts or termes in the yeare, that is to say, at the Feast of, &c. or within forty dayes next ensuing either of the same Feast Dayes by even and equall portions. And also yeilding and paying yearly and every year during the said 399. yeares residue of the said terme of, &c. unto the said T.H. his, &c. at the place aforesaid the yearly rent or summe of, &c. or like money at the said two last mentioned Feasts in the yeare, or within the like space of forty dayes next, &c. by even and equal portions. And also yeilding and paying yearly and every yeare during the said 399. yeares residue of the said terme of, &c. unto the said, &c. *ut supra* ; and so for all the Grantors. Provided alwaies, that if it shall happen the said severall yearly Rents above by these presents reserved and mentioned to be paid, as abovesaid, or any of them, or any part or parcel of them, or any of them to be behind or unpaid by the said space of forty dayes next over or after any Feast Day or payment thereof above mentioned (being lawfully demanded at the place of payment above specified :) That then or at any time after it shall and may be lawful unto and for the said Sir G.A. T.H. &c. their Executors, &c. and every or any of them into the said Cisterne or Cisternes, tower, and all other the premises hereby Demised, and every or any part thereof wholly to re-enter, and the same to have againe, retaine and repossesse as in their and every or any of their first and former Estate. And that then from and After such re-entry made, this present Lease and the demise and grant of the premises shall cease, deter-

Yeilding and paying.

Proviso for non-payment to re-enter.

R r

mine

A Covenant
that *HH* shall
pay two An-
nuities.

Covenant that
HH shall pay
the Rent, and
performe the
Covenants in
the original
Lease.

mine and be utterly void and of none effect to all intents and purposes as though the same had never been had nor made: Any thing whatsoever to the contrary notwithstanding. And the said *HH* for himselfe, his, &c. and for every of them, doth Covenant, &c. to and with the said *TH. EB.* and *C. A.* their, &c. by these presents, that he the said *HH* his, &c. shall and will from henceforth yearly and every yeare during the several continuance of two several Grants or annuities of *5l. per annum*, made by the said *TP*, the one to *RP. TH. RH. JG. EC.* and *LM* of, &c. by Indenture, bearing Date, &c. and the other to *EG. WW. WM. CS. RD* and *J. A.* of, &c. by Indenture, bearing Date, &c. well and truly pay or cause to be paid unto such Person or Persons as ought to have or receive the said two annuities, the summe of, &c. at four Feasts or Terms in the yeare, that is to say, at, &c. or within twenty two dayes next ensuing every of the same Feast Daies by even and equall portions. And of and for the said Annuities and the payment thereof, and of and for all actions and demands concerning the same, shall and will at all times hereafter clearly acquit and discharge the said *TH. EB.* and *CA* their, &c. and every of them. And the said *HH* for himselfe, his Heires, &c. and for every of them doth Covenant, &c. to and with the said *Sir GA. TH.* &c. their, &c. and every of them by these presents, That he the said *HH* his, &c. or one or some of them at his or their own charges shall and will from time to time, and at all times during the continuance of the said terme of 400. yeares, hereby Demised, well and truly pay, beare, discharge and performe all and every the Rents, Covenants, clauses, conditions, Articles, agreements, matters and things in or by the said originall recited Indenture of Lease, reserved, mentioned and expressed, which on the part and behalf of the said *TP* his, &c. or any of them, from henceforth are, should or ought to become due, paid and performed, according to the purport, true intent and meaning of the said recited originall Lease (except the conditions, provisos and agreements in the said recited originall Indenture of Lease, mentioned on the part and behalf of

of the said *T P* his, &c. specified to be done onely, for, touching or concerning the payment of the sum of, &c. the same sum of, &c. being now truly and fully paid, as it doth and may appear in the Office of the Chamber of the City of *London*) and thereof, and of and from all actions, suits, damages and demands, which in any wise shall or may happen to come, grow or arise touching or concerning the same, or any of them (except before excepted) shall and will at all times hereafter save and keep harmlesse the said *Sir G A T H*, &c. their, &c. and every of them. And further, the said *H H* for himselfe, his, &c. and for every of them, doth Covenant, &c. to and with the said *Sir G A T H*, &c. their, &c. and every of them by these presents, in manner and from following; that is to say. That he the said *H H*, his, &c. or one or some of them, shall and will from time to time, and at all times hereafter, during the continuance of the said term, well and sufficiently repair, support, sustain, amend, preserve and keep all and every the Cistern and Cisterns, Work-house and works, Engin and Engins, Buildings, Pipes of lead, Waterworks and all and every other the premisses in and by these presents mentioned to be demised (or such other new Engin or Engins, or other Water-works as shall happen to be erected, made and raised in or upon the premisses, or any part thereof, in stead thereof, as good or better, for conveyance and plentiful serving of water, as the said Buildings, Engins and Water-works now in being are) in and with such sufficient reparations as the same shall convey, keep and serve water into the Pipes and Conduits into the City of *London*, heretofore accustomed to be served from the same, as plentifully and sufficiently as the same works now in being do serve, and usually have served. And moreover, that he the said *H H* his, &c. or any of them, shall not at any time during the continuance of the said term, do or commit, or cause to be done or committed, any wilfull and willing act or acts whatsoever; by reason or means whereof, the said original Indenture of Lease shall be forfeited, avoyded or incombred (except of and for the payment of the said sum of, &c. and every or any part thereof)

Covenant for
reparations.

That *H H* shall
not commit a-
ny act to forfeit
the original
Lease.

A proviso, that
if *H.H.* take up
any Pipe, then
to re-enter.

A Covenant,
that he shall
leave them in
good repair.

And that he
shall not take
above one years
rent for any
fine.

thereof) Provided also, that if the said *H.H.* his, &c. or any of them, shall at any time hereafter, during the said term, take up or carry away any main Pipe or Pipes, now laid, or hereafter to be laid, in any the streets or lanes of the said City, or liberties of the same, or in any other place or places of the said City, or the liberties of the same, for conveyance of water into the said City, other then for repairing thereof; or to lay new, and those of the like goodnesse, in the place or places of such of them, as are or shall be decayed: That then, or at any time afterwards, it shall and may be lawful unto and for the said Sir *G.A.T.H.* &c. their, &c. into the said demised premises, with the appurtenances, wholly to re-enter; and that then, from and after such re-entry made, this present Lease and Demise shall cease and determine, any thing herein contained to the contrary notwithstanding. And furthermore, the said *H.H.* for himself, his, &c. and for every of them, doth Covenant, &c. to and with the said Sir *G.A.T.H.* &c. their, &c. and to and with every of them by these presents, that he the said *H.H.* his &c. shall and will at the end or determination of this present Lease and Demise howsoever, leave and yeild up unto the said Sir *G.A.T.H.* &c. their, &c. the said Cisternes or Cisternes, Tower or store place for receipt of water, Engine, Buildings, Water-works, Pipes of lead, and all other the premises hereby mentioned, or intended to be demised, in as good case and condition as the same now are (reasonable use and waring thereof in the meane time excepted) or for such of them as shall be wanting, altered or changed, as good or better, for plentiful conveyance and serving of water, as the same now are, to be set up and remaining within any place or places of the said Tower, where to him the said *H.H.* shall seem good. And that he the said *H.H.* his &c. or any of them, shall not at any time during the said term of, &c. hereby demised, receive or take of any person or persons for the fine of any underlease or grant, lease or grants by him the said *H.H.* his, &c. or any of them, to be made, done or granted of the premises, or of any part thereof, above the value of one yeares rent, which shall be reserved.

reserved by or upon any such under-lease. And that if the said *H H* his, &c. or any of them, shall be minded at any time during the said term of, &c. hereby demised, to alien, assign or set over this present Lease, and the interest and term hereby demised, to any person or persons other then to *I G* and *S G* or to such person as the said *H H* shall nominate, to the intent to convey back the same to the said *H H*, *I G* and *S G* or any of them: That then they the Sir *G A*, *T H* &c. shall or may have the same before any other: Giving and paying therefore unto the said *H H* his &c. within three months next after proffer thereof to them the said Sir *G A*, *T H* &c. their, &c. or some of them, so much lawful English money, at such dayes and times, and in such manner and form as any other will (*bona fide*) give or pay for the same. Provided further, that if the said *H H* his, &c. or some of them, shall not well and truly hold, fulfill, performe and keep all and singular the Covenants, grants, articles, clauses and agreements contained and mentjoned in the said recited original Indenture of Lease made unto the said *T P* as aforesaid, whereupon any clause, or provision, or forfeiture, or re-entry is limited, expressed or reserved (except for and concerning the payment of the said sum of, &c. which is now satisfied and payd, as aforesaid) that then and in every such case, it shall and may be lawful to and for the said Sir *G A*, *T H* &c. their, &c. into the said premises hereby demised, and every part thereof, wholly to re-enter, and the same to have againe, retain and re-possesse, as in the first and former estate: And that then, from and after such re-entry made, this present Lease, and the Demise and Grant of the premises hereby made, shall be void and of none effect to all intents and purposes, any thing, &c. notwithstanding. Provided moreover, and it is conditioned, condescended, concluded and fully agreed upon by and between all the said parties to these presents, that if at any time before the Feast day of, &c. he the said *H H* his, &c. shall be minded to leave the said demised premises, or to assigne, to grant or surrender this present Lease, and all his or their interest, term and demand of, in and

And if he be minded to put it away, then they are to have the proffer thereof.

Proviso, if he do not perform all the Covenants in the original Lease, then they to re-enter.

Proviso, if *H H* be willing to leave it, then this Lease to be voyd.

and to the same, unto the said Sir *G A. T H* &c. their, &c. and of such his or their mind or determination, shall upon the said Feast day of, &c. or at any time within one month next before the said Feast day of, &c. give or leave notice in writing unto or for the said Sir *G A. T H* &c. their Executors, &c. at the now dwelling-house of the said *S A* commonly called or known by the name or sign of, &c. situate, &c. That then (at and upon the Feast day of, &c. next after warning or notice so given or left in writing, at or before the said Feast of, &c. as aforesaid) and from thenceforth this present Demise, Lease and Grant of the premisses hereby made, shall cease and be determined, and be delivered up unto the the said Sir *G A. T H*, &c. to be cancelled; and that the counterpart thereof shall also be redelivered unto the said *H H* his, &c. to be likewise cancelled. And the said Sir *G A. T H*, &c. severally and respectively each one of them for himself onely, and for each one of the several and respective Executors and Administrators of each one of themselves onely, and not jointly the one for the other of them, nor for the acts, deeds, matters or things, the one of the other of them, doth Covenant, &c. to and with the said *H H* his, &c. by these presents, That he the said *H H* his, &c. paying all and every the said several yearly rents by these presents reserved, and performing all and singular the Covenants, articles and agreements in these presents mentioned on his and their, and every or any of their parts, to be performed, according to the purport, true intent and meaning of these presents, shall or may during the said term of, &c. peaceably and quietly hold and enjoy the said Cisterne or Cisternes, Tower or store-place for receipt of water, and all other the premisses hereby mentioned to be demised, without the lawfull let, trouble, eviction or expulsion of the said Sir *G A. T H*, &c. or any of them, their, &c. And it is agreed by and between the said Parties to these presents, that they the said Sir *G A. T H*, &c. their, &c. shall and will do their best endeavour at all times hereafter during the continuance of the said terme of years hereby demised, at and upon the reasonable request of the said *H H* his,

Covenant that they shall shew forth the original Lease, if need be.

his, &c. to produce and shew forth in any Court or Courts whatsoever, and before any Judge or Judges when need shall require, as well the said recited original Indenture of Lease, as also all the said mean conveyances thereupon made; and suffer the same and every or any of them to be read, seen, and perused in the custody of said Sir *G A, T H, &c.* their Executors or Assignes, or some of them for the defence and maintenance of the Title and Interest of the said *HH* his Executors and Assignes, of, in and to the said premises.

In Witnesse, &c.

*A Lease of a House, and for non-payment
of a summe of Money at certain dayes therein
mentioned, the Lease to be void.*

THIS INDENTURE made, &c. between, &c. *Witnesseth*, that the said *AB*, as well for and in consideration of, &c. to him in hand before the enfealing and delivery hereof by the said *CD* well and truly paid, the receipt whereof by these presents, as also for and in consideration of the summe of, &c. to be paid unto him the said *AB* his Executors, &c. in manner and forme following, that is to say, on, &c. (*name the dayes of payment.*) in full payment and satisfaction of the said summe of, &c. Hath Demised, granted, and to frame letten, and by these presents doth Demise, grant and to farme let unto the said *CD* all that Messuage or Tenement wherein the said Dame *DS* lately dwelt, and which is now in the tenure or occupation of the said *AB*, and all that garden or garden plat lying behind the same Messuage or Tenement as the same is now fenced in, walled and inclosed, and all lights, easements and commodities to the said Messuage or Tenement, and premises now belonging or appertaining, which said demised premises are situate, lying,

Consideration
of money to be
paid.

Exceptions

ing and being in, &c. Except and alwaies reserved out of this present Demise, Lease and Grant of the premises unto the said *A.B.*, his, &c. one Celler next adjoyning to the Messuage or Tenement wherein one *T.G.* now dwelleth, and one Roome or Chamber wherein *G.H.* lately used to lie, which hath a Doore leading to the Messuage or Tenement of the said *T.G.* and one little Chamber to the said last mentioned Chamber adjoyning, and one piece or plat of ground lying neare and also adjoyning to the said Celler on the East and South-sides thereof, containing in length &c. or thereabouts, and in breadth at the North end, &c. of assize, or thereabouts; and in breadth at the West end, &c. of assize, or thereabouts. And also except and alwaies reserved out of this present Demise unto the said *A.B.* free liberty and accesse, of ingresse, egress, regresse, way, course and quiet passage for him, his Servants and familiar Friends to enter, goe, or come into, out of, and from the said Garden or Garden-plat above by these presents mentioned to be hereby demised, there to walke and be, and also to drie clothes at his and their free wills, liberties and pleasures from time to time and at all convenient times during the terme hereunder granted, if the said *A.B.* doe so long live and keep the Messuage and Tenement now in the occupation of the abovenamed *T.G.* in his owne occupation; and also free liberty of ingresse, egress and regresse unto and for the Servants of the said *A.B.* his, &c. to enter, goe and come unto and from the house of office or widdraught there standing and being, as also to goe and come through the same Garden to cast dust and other things over the brick wall towards the street, nor doing any annoyance to the said *A.B.* his, &c. nor to the said Garden above-mentioned, for their and every of their use and uses from time to time, and at all times hereafter during the term of yeares hereby granted: To have and to hold the said Messuage or Tenement, Garden or Garden-plat, and all and singular other the premises above by these presents Demised (except before excepted) unto the said *C.D.* his, &c. from the Feast Day of, &c. next coming after the Date hereof unto the

Habend for
yeares.

full

full end and terme of, &c. from thence next ensuing, and fully to be compleat and ended: Yeilding and paying therefore yearly every year during the said terme unto the said *AB* his, &c. one pepper corn on the Feast of, &c. only, if it shall be demanded. — And the said *CD* for himself, his, &c. and for every of them, covenanteth, &c. to and with the said *AB* his, &c. by these presents in manner and forme following, that is to say. That he the said *CD* his, &c. or some of them, shall and will at his and their, or some of their own proper costs and charges well and sufficiently repair, amend, maintaine, uphold, sustaine and keep all the above-demised premisses (except before excepted) in, by and with all manner of reparations necessary, when, and as often as need shall require during the said term of, &c. hereby granted, and in the end, expiration, forfeiture, surrender or determination of this present Lease, shall and will peaceably and quietly leave and yeild up all the above demised premisses unto the said *AB* his, &c. well and sufficiently repaired, amended, upholden and kept. And also, that it shall and may be lawful as well to and for the said *AB* his, &c. as also to and for all others the Lessors or Grantors of the said demised premisses, their, &c. or any of them, with their or any of their Servants, Deputies, or Work-men, in their or any of their Company, foure times in every yeare yearly during the said term into the said demised premisses, and into every or any part or parcel thereof to enter, then and there to view, search and oversee what needful reparations are then and there to be done, and upon every default found to give warning unto the said *CD* his, &c. to repaire and amend the same within two months alwayes next ensuing any notice or warning to be therefore given or left in writing at the said demised premisses; within which time and space of two months the said *CD* for himself, his, &c. doth covenant and grant to repair and amend the same accordingly. And further, the said *CD* for himself, &c. covenanteth, &c. to and with the said *AB* his &c. by these presents, That it shall be lawful unto and for Sir *T C* Knight, his, &c. or any of them to build, set

Covenant for
reparations.

To view &
reparations.

That it shall be
lawfull for *T.C.*
to set up any
buildings for
the bettering of
the premisses.

Proviso, if *C D* do not pay the money according to the times then this Lease to be void.

Covenant for peaceable enjoying.

up and repaire any erectments or buildings on the North side of the premisses hereby demised, and to imploy the same to his or their own use and uses during the terme here-under granted. So alwayes that the same erectments and buildings so to be erected and built may be for the en-bettering of the premisses hereby demised, and not otherwise: Provided alwayes and neverthelesse upon condition, that if the said *C D* his &c. do not or shall not well and truly content and pay, or cause to be contented and paid unto the said *A B* his &c. the sum of &c. in such manner and form as is herein above mentioned, limited or appointed for payment thereof; That then and from thenceforth this present Indenture of Lease, and every Covenant, grant and Article herein contained on the part and behalfe of the said *A B* his &c. or any of them to be performed and kept, shall cease, determine and be utterly void to all intents and purposes in the Law whatsoever. And that then and from thenceforth it shall be lawful unto and for the said *A B* his &c. or any of them into the said demised premisses, and into every or any part and parcel thereof wholly to re-enter, and the same to have again, retain, enjoy and repossesse in his or their first and former Estate or Estates; and the said *C D* his &c. and all other the Occupiers and Possessors of the same demised premisses, or of any part thereof, thereout and from thence utterly to expel, put out and amove; this present Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *A B* &c. covenanteth &c. to and with the said *C D* his &c. by these presents, that he the said *C D* his &c. and every of them, paying and performing all and every the covenants, grants, payments and agreements herein above mentioned, in manner and form above limited and appointed to be paid, performed and kept according to the purport and true meaning of these presents, shall or may peaceably and quietly have, hold, possesse and enjoy the said Messuage or Tenement and all other the premisses above by these presents demised (except before excepted) without any let, trouble, expulsion, forfeiture, recovery or interruption of or by the said *A B* his &c.

&c. or of or by any other person or persons by his or their means, default or procurement during the said term of &c. above by these presents granted. And also that he the said *A B* his &c. shall and will yearly every year during the said term of &c. hereby granted, truly pay or cause to be paid unto *Sir A P Knight*, his heirs or Assignes, all such rent and sum and sums of money as is mentioned and reserved to be paid in and by the Original Indenture of Lease, whereby or by means whereof the said *A B* now holdeth the premises hereby demised (amongst other things) and thereof and of every part and parcel thereof, and of and from the payment of the same, or of any part thereof, and of and from all such distresses, losses and damages as the said *C D* his &c. either in body or in goods shall or may incur or sustain by means, or reason of the non-payment thereof in any manner or wise shall or wil from time to time, and at all times hereafter clearly acquit and discharge, or sufficiently save and keep harmless the said *C D* his &c. goods and chattels against all and every person and persons whatsoever.

And that *A.B.* shall pay the Rent on the original Lease.

In witness, &c.

A Lease of a House and Goods, with divers necessary and special Covenants therein contained.

Indenture.

THIS INDENTURE made, &c. between, &c. *Witnesseth*, That the said *A B* for and in consideration of the Rent, Covenant, Articles and Agreements hereunder in these presents mentioned on the part and behalfe of the said *C C*. his &c. well and truly to be paid performed and kept according to the purport and true meaning of these presents, Hath Demised, &c. unto the said *C D*. all that Messuage or Tenement, with the appurtenances lying

Demise of the House and Goods.

Covenant for
reparations.

To view.

and being in, &c. and all Houses, Orchards, Gardens, Yards, Washing-houses and Well springs thereunto belonging, as the same do lye jointly inclosed, walled and pailed in such and so ample mannger and form as the same now is in the tenure or occupation of the said *CD*, and all lights, easements and commodities to the same Messuage or Tenement, and premisses belonging or appertaining, together with all such goods, and implements of household stufte as are specified and expressed in a Schedule or Inventory indented to these presents annexed, all which premisses are bounden East and South upon a Meadow close, now, or late in the tenure or occupation of *R W*, and West upon the North-end of, &c. and North upon the Lands of *T B*. To have and to hold, &c. yeilding and paying therefore yearly, &c. And the said *CD* for himself, his &c. Covenanteth, &c. to and with the said *AB* his, &c. and to and with every of them by these presents, in manner and form following; *viz.* That he the said *CD* his, &c. or some of them, shall and will at his and their, or some of their own proper costs and charges from time to time, so often and when as need shall be or require during the said term of, &c. hereby granted, or within the time and space of, &c. next after notice or warning shall be therefore given or left, as hereafter is mentioned, well and sufficiently repair, uphold, maintain, amend and keep the said Messuage or Tenement, and all other the premisses above mentioned to be hereby demised, in, by and with all manner of needful and necessary reparations and amendments whatsoever. And the same premisses, together with all the said goods, implements and household stufte, mentioned in the said schedule hereunto annexed, so well and sufficiently repaired, upholden, amended and kept, shall in the end of the said term, or other sooner determination, surrender or forfeiture of this present Lease, peaceably and quietly leave and yeild up unto the said *AB* his, &c. And the said *CD* &c. covenanteth, &c. to and with the said *AB* his &c. that it shall and may be lawful as well to and for the said *AB* his &c. as all others the Grantors or Leasors of the premisses, their, &c. or any of them, with their

their or any of their Servants, Deputies for Workmen, in their or any of their company or companies, four times in every year yearly, during the said term, into the said demised premises, and into every or any part and parcel thereof, to enter, and then and there to view, search and oversee what needful reparations are then and there to be done; and upon every default found, to give warning unto the said *CD* his &c. to repair and amend the same within, &c. alwayes next ensuing every such warning to be given: Within which time and space of, &c. the said *CD* for himself, his &c. doth covenant and grant to repair and amend the same accordingly. And the said *CD*, &c. Covenanteth, &c. by these presents to and with the said *AB* his, &c. that if at any time hereafter during the said term of yeares hereby granted, the said *AB* his &c. shall be minded to surrender his said Lease and estate, which the said *AB* now hath of and in the premises, to the intent to take a new Lease of the same premises, and shall thereof give or leave notice at the above demised premises, to or for the said *CD* his, &c. by writing under the hand of the said *AB* his, &c. That then within one month next after such notice given, the said *CD* his, &c. shall likewise surrender unto the said *AB* his, &c. this present Indenture of Lease, and his estate and term of years then to come, by vertue of these presents: So that the said *AB* his, &c. upon such surrender hereof made, do give reasonable and sufficient security unto the said *CD* his, &c. (requiring the same) that the said *CD* his, &c. paying the said yearly rent aforesaid, in manner and form as is herein above reserved, and performing the other Covenants herein mentioned on his or their parts to be performed, according to the true meaning of these presents, shall or may nevertheless peaceably and quietly have, hold and enjoy the said demised premises, and every part and parcel thereof, untill he the said *AB* his, &c. shall have made and re-granted a new Lease of the same premises hereby mentioned to be demised, and which shall be so surrendered for such and so many years of the said term of, &c. hereby granted, according to the tenor and true meaning of

Covenant, that if the Landlord be minded to surrender his Lease to the intent to take a new Lease, then the Tenant shall surrender his.

this Indenture shall then appear to be to come, and nor expired; and for and under such rents, covenants and conditions, and in such manner and form, as in these present Indentures are contained and mentioned. And also that he the said *A B* his &c. shall and will at his and their own charges, within, &c. after such surrender to be made by the said *C D* his &c. make, seal and deliver unto him or them, such a sufficient new Lease as herein last before mentioned is specified and expressed. Provided always, that if the said *C D* his &c. shall refuse to surrender this present Lease upon request or notice given, as aforesaid. That then and from thenceforth this present demise and Lease of the premises shall cease, determine and be utterly void to all intents and purposes in the Law whatsoever, any thing, &c. notwithstanding. Provided furthermore, that if it shall happen the said *C D* his &c. or any of them, at any time hereafter, during the said term of &c. to dislike to have and hold the said Messuage or Tenement, and other the premises before demised, or mentioned to be demised, unto the full end of the said term of &c. for and by the payment of the said yearly rent of &c. before reserved, as aforesaid: And at such his or their dislike, do and shall give unto the said *A B* his &c. notice or knowledge on the 24 day of December, 24 day of March, 25 day of June, or 28 of September, at any time; or in any year during the said term by these presents granted, at the now dwelling house of the said *A B* his &c. and being in, &c. and do and shall from time to time, after notice or knowledge given of such dislike, as aforesaid permit and suffer the said *A B* his, &c. and all and every such person and persons that will offer to take the said Messuage or Tenement, and other the premises hereby demised, or any part thereof, to enter and come into the said Messuage or Tenement, and every part thereof, to view and see the same. And also, if the said *C D* his &c. do or shall in the end of the said one quarter of a year above limited for warning to be given as aforesaid, pay or cause to be paid unto the said *A B* his &c. such sum or sums of money as shall be then due for rent of the premises hereby demised for the said quarter

Proviso, that if he refuse to do it, then he to re-enter.

Proviso, that if *C D* dislike to hold the premises, and give thereof one quarter warning, then this Lease to be voyd.

quarter of a year then to be expired: And do then also peaceably and quietly leave, surrender and yield up unto the said *A B* his &c. this present Indenture of Lease, and the premises hereby demised, well and sufficiently repaired, glazed and amended; and all the said goods, implements and household stuff in the said schedule mentioned (in as good state and condition as the same now be, reasonable use and wearing in the meantime only excepted). That then from and after one quarter of a year next after notice or warning given of such dislike, as aforesaid; this present Demise, Lease and Grant for all the residue of the said term of &c. then to come, and the said rent of, &c. hereby reserved from thenceforth to be payable, shall cease, be void, and no longer endure or continue, this Indenture, &c. notwithstanding. And likewise, the said *C D* &c. covenanteth, &c. to and with the said *A B* his, &c. in forms following; viz. that it shall and may be lawful to and for the said *A B* his, &c. at all times hereafter, and from time to time, during and until the Feast day of, &c. to have free liberty of ingress, egress, regress, way and quiet passage for him the said *A B*, his Executors, Servants, Workmen, and Assignes, to passe, go and come to or from the water or Well-spring, lying and being in the Yard or Orchard hereby demised, there to do and execute all and every such acts and things as the said *A B* his &c. shall think good to have done and executed, and which may be and redound to the commodity and benefit of the said *A B* his &c. And that if the said *A B* his &c. Servants or Assignes, before the Feast day of, &c. do any act or thing whereby, or by means whereof, any profit, gain or commodity may or shall be raised or had out of or by the said Well-spring above mentioned; That then he the said *A B*, his Executors, Administrators, Servants and Assigns, and every of them, shall and may at all times convenient, and from time to time, during the term of years hereby demised, have free liberty of ingress, egress, regress, way and passage with his or their horses, carts and carriage, to go and come unto and from the same Well-spring and water, by and through the yard above.

A Covenant, that it shall be lawful for *A B*. to have liberty to improve the water.

H. A. and his A. syndics shall not or may not be bound here.

Covenant for
peaceable, en-
joying.

above demised, to fetch and carry away water from the same, without any let or contradiction of the said *C D* his &c. or of or by any other person or persons by his or their means, assent, or procurement; so alwayes, that there be water sufficient reserved for the necessary use and spending of the said *C D* his &c. in and about the said demised premises. And the said *A B* &c. Covenanteth, &c. to and with the said *C D* his &c. by these presents, in manner and forme following; *viz.* That he the said *C* his, &c. and every of them, paying the said yearly rent of, &c. hereby reserved in form aforesaid to be paid, and under and according to the Covenants, grants, conditions and agreements herein contained on his and their part and behalf to be paid, done and performed, shall or may peaceably and quietly have, hold, occupy, possesse and enjoy all the said Messuage or Tenement, and premisses, with the appurtenances hereby demised, and every part thereof, for and during all the said term of, &c. in and by these presents limited or granted, without any let, trouble, denial, eviction, disturbance or interruption of or by him the said *A B* his &c. or of or by any other person or persons lawfully claiming, or which at any time hereafter shall pretend, claim, challenge or demand any estate, right, title or interest of, in or to the said premisses, or any part thereof, by, from or under him, or them, or any of them; or by, through, or under his or their or any of their act, means, right, title, forfeiture or procurement.

And that *A. B*
shall discharge
the rent to the
head Landlord,

And also that he the said *A B* his &c. shall and will yearly, every year during the said term of, &c. hereby granted, truly pay or cause to be paid unto *T G* of &c. his Heirs and Assignes, all such rent and other summe and summes of money as is reserved and mentioned in and by the original Indenture of Lease; whereby, or by means whereof (and of other mean conveyances thereupon made and passed) the said *A B* holdeth the premisses hereby demised (amongst other things;) and thereof, and of every part thereof, and of and from the payment of the same, or of any part thereof, and of and from all such distresses, costs, charges, losses or damages as the said *C D* his &c. either in body

or

or goods, shall or may incur or sustain by means or reason thereof, in any manner of wise, shall and will from time to time, and at all times, clearly acquit and discharge, or sufficiently save and keep harmlesse the said *CD* his, &c. and goods and chattels, as well against the said *GT* his Heirs and Assigns; as also against all and every other person and persons whatsoever. And further, the said *AB* for himself, his, &c. doth Covenant, &c. to and with the said *CD* his, &c. That if he the said *AB* his, &c. do or shall at any time or times hereafter, during the term of years hereby granted, procure, obtain or get a new Lease of the same premises hereby demised, for any longer term of years then he now hath of and in the same: That then he the said *AB* his &c. shall and will within one moneth next after such surrender to be made of this present Lease, make, seal and deliver unto the said *CD* his, &c. (requiring the same) a new Lease of the same premises hereby demised, for the term of, &c. over and besides the residue and remainder which shall be then to come, and not expired, of the said term of, &c. hereby granted; and for and under such rent, covenants and conditions, as in these present Indentures are mentioned and expressed. And also, if the said *AB* his, &c. do or shall on or before the said Feast of, &c. do any act or thing, whereby, or by means whereof, any profit, gain or commodity shall or may be raised, had or gotten out of or by means of the said Well-spring above mentioned: That then he the said *AB* his, &c. shall permit and suffer the said *CD* his, &c. to have, receive and take the one half of all such benefit, profit, gain or advantage that shall arise, come or grow by reason or means of the same water or Well-spring to be improved, as aforesaid, from time to time, during all the remainder of years, and other time which shall be then to come and unexpired of the said term of, &c. hereby granted: He the said *CD* his, &c. allowing and paying unto the said *AB* his, &c. the one moiety or half part of all such charges and expences, as shall be then disbursed and laid forth, and which at all time and times then afterwards shall be disbursed and laid forth

Covenant, that if *A. B.* do get a new Lease, then he is to make *C. D.* a Lease for 21. years

If there be any profit got by the Well, then *C. D.* is to have half, paying half charges.

Proviso for
non-payment,
to re-enter.

by the said *A. B.* his, &c. about or by reason of the same Well-spring and water in any manner of wise. Provided also, that if it shall happen the said yearly rent of, &c. to be behind, unpaid, in part or in all, contrary to the forme above limited for payment thereof (the same being lawfully demanded at the above demised premises) Or if the said *C. D.* his, &c. do not or shall not at all and every time and times hereafter, during the term of years hereby granted, well and truly observe, perform, fulfill and keep all and every the Covenants, grants, articles, provisos, conditions and agreements in these presents contained on his and their parts and behalfs to be observed, performed, fulfilled, and kept, according to the tenour and true meaning of these presents: That then and from thenceforth, in any such case or cases, it shall and may be lawfull unto and for the said *A. B.* his, &c. or any of them, into the said demised premises, and into every or any part or parcel thereof, in the name of the whole wholly to re-enter, and the same to have again, retain, enjoy and re-possesse, as in his or their first and former estate or estates. And the said *C. D.* his, &c. and all others occupiers or possessors of the said demised premises, or of any part thereof, there-out and from thence utterly to expell, put out and amove; This present Indenture, or any thing herein contained to the contrary thereof, in any wise, notwithstanding.

In witnesse, &c.

*A Lease of Lands, with a special
Proviso.*

Demise.

THIS INDENTURE made, &c. between, &c. *Witnesseth*, That the said *A. B.* for and in consideration of, &c. Hath demised, &c. unto the said *C. D.* all and singular those meadows, pastures, feedings and sheep-walks, as the same is now severed, inclosed and divided, lying and be-
ing.

ing in the Parish of, &c. commonly called or known by the name of, &c. pastures, and which last were in the tenure or occupation of T. M. &c. or of his Assignee or Assignees, and for which the said T. paid to the said E. 190 l. yearly rent. To have and to hold the aforesaid meadows, pastures, feedings and sheep-walks, and every of them, together with all and singular the herbage, hay, mowing-crop, profit, commodity and advantage whatsoever, thereof growing, coming or accrewing, with all the rights, members and appurtenances to the same belonging, or in any wise appertaining (as the same have heretofore been farmed, used or occupied, with preservation of the fences and inclosures thereof) unto the said C. D. his, &c. from the Feast of, &c. unto the end and term of, &c. from thence next ensuing, and fully to be compleat and ended. Yeelding and paying there-
 fore yearly unto the said A. B. his, &c. viz. for every of the first three years of the said term, one penny sterling, at the Feast of, &c. if it be lawfully demanded; and for the fourth or last year of the said term, the sum of, &c. on the last day of the said term of four years, at one whole and entire payment, at the now Mansion-house of the said C. D. situate in, &c. And the said A. B. for himself, his, &c. and for every of them, doth Covenant, &c. to and with the said C. D. his, &c. by these presents, That he the said C. D. his, &c. for and under the yearly rents above in these presents mentioned and reserved to be paid in form aforesaid, shall and may lawfully and quietly have, hold, occupy and enjoy all and every the premises by these presents demised, with the appurtenances, without any lawful let, disturbance or interruption of him the said A. B. his, &c. and of every other person or persons, any thing lawfully claiming in the said premises, by, from or under the said A. B. his, &c. or by, from or under R. S. of, &c. his Heirs or Assigns, or by, from or under them, nor any of them, during the said term of, &c. by these presents granted: And that the said meadows, feedings, grounds and sheep-walks above recited at the time of the making of these presents, be, and so shall from henceforth continue unto the said C. D. his, &c.

Habund.

Redden.

Covenant for peaceable enjoying.

And that it is free from all incombances.

free, clear and clearly acquitted and discharged, or otherwise from time to time sufficiently saved and kept harmlesse of and from all former bargains, leases, grants and incombrances done or to be done by the said *A. B.* his, &c. or by any other person or persons, claiming by, from or under the said *A.* or by, for, from or under the said *R S* their Heirs or Assigns, or the Heirs or Assigns of any of them, or by their or any of their assent, consent, act, means or procurement, during the said term of four years hereby granted. Provided alwayes, and it is the true intent and meaning of the parties to these presents, that if the said *A B* or his Assigns in his life-time, shall hereafter at any time during the said term of, &c. either by word or writing, manifest, declare and give one whole yeares warning to the said *C D* his, &c. that his purpose or intent is to take the said demised premises into his own hands, or otherwise to dispose of the same. And also do, at or before the end of the said term, after declaration and warning so made and given, as aforesaid, repay or cause to be repaid unto the said *C D* his, &c. so much of the said fine of, &c. as shall or may be justly and ratably demanded by the said *C D* his, &c. for the residue of the said term of, &c. that shall be then to come and not expired, of and in the said demised premises, reckoning and allowing for every year a just and equall portion: That then at the end of the same year, after such declaration and warning so made and given, and re-payment made of the said fine, as aforesaid, it shall be lawfull to the said *A* and his Assigns during his life-time, into all the aforesaid premises to re-enter, and the same to have again: And that then and from thenceforth, this present Demise and Grant shall be utterly void, and of no force, any thing, &c. notwithstanding. But if the said *A* or his Assigns, do not pay so much of the said fine as is before mentioned, according to the said last recited Covenant: That then he the said *A* his, &c. within twenty daies next after the end of the said year, after warning given, as aforesaid, shall pay or cause to be paid unto the said *C D* his, &c. the sum of, &c. in recompence of the losse or hindrance that may happen to the said *C D* his,

his, &c. by reason of the non payment of the residue of the said fine according to aforesaid Covenant.

In witness, &c.

*An Indenture of Covenants in form like a Lease, for
the enjoying of Lands in reversion.*

THIS *INDENTURE* made, &c. Between, &c.
Whereas *E S* the elder of, &c. being seized for terme
of his life of all that capital Messuage or Tenement, com-
monly called or knowne by the name of, &c. situate and
being in, &c. with all and singular Houses, Edifices, Barnes,
Stables, Orchards, Yards and Gardens to the said capital
Messuage or Tenement belonging, or in any wise apper-
taining; and also all and singular such Lands, Meadowes,
Pastures, Closes, and other Hereditaments, with their and
every of their appurtenances as are contained, specified and
terried forth in a tetter or Schedule Indented, annexed to
a pair of Indentures made between the said *E S* the elder
of the one party, and the said *E M* of the other party;
bearing date, &c. and also of all wayes, commons, profits,
commodities and advantages whatsoever to the said capi-
tal Messuage or Tenement, or to any part or parcel there-
of belonging, or in any wise appertaining. Did by the said
recited Indentures, demise and grant unto the said *E M*
all that the said capital Messuage or Tenement, and other
the before recited Lands, Tenements, and Hereditaments,
with their and every of their appurtenances (except as in
the same Indenture is mentioned to be excepted) To have
and to hold the said capital Messuage or Tenement, and o-
ther the before mentioned premises (except as before is
mentioned to be excepted) to the said *E M* his, &c. from
the Feast of, &c. last past before the date hereof, unto the
end.

The recital of
the former
Deed.

end and term of, &c. from thence next ensuing, and fully to be compleat and ended, if the said *E S* the elder live so long: Yeilding and paying therefore yearly during the said term (if the said *E S* the elder live so long) the summe of, &c. at such daies and times, and under such Conditions, Covenants, Grants and Agreements, as in and by the said recited Indentures, &c. appeareth. And whereas also the said *E S* the younger is to have all the afore-mentioned premises for the time and terme of 21 yeares next ensuing after the Death of the said *E S* the elder. Now witnesseth these presents, That the said *E S* the younger, for that it is the intent and meaning of all the said parties, that he the said *E M* should have all and singular the before-mentioned premises (except as before is mentioned to be excepted) for the term of, &c. from the said Feast of, &c. last past thence next ensuing fully to be complete and ended, under such yearly rent, conditions, covenants, grants, and agreements as are contained and specified in the said recited Indentures, doth by these presents grant unto the said *E M*. That if the said *E S* the elder shall happen to dy before the end and expiration of the said 18 yeares, Then the said *E M* his, &c. shall have and hold the said Messuage or Tenement, and all other the premises mentioned in the said recited Indenture (except as in the said Indenture is mentioned to be excepted) for so long time and for so many yeares as at the time of the death of the said *E S* the elder shal be to come and unexpired of 18 yeares from the said Feast of, &c. last past from thence next ensuing, and fully to be complete and ended, and for no longer time. Yeilding and paying therefore yearly, during the continuance of the residue of the said 18 yeares, as shall at the time of the death of the said *E S* the elder be unexpired, unto the said *E S* the younger, his, &c. the summe of &c. at two usual Feasts or Termes in the year; viz. (*name the Feasts, &c.*) which of them shall first happen next after the death of the said *E S* the elder, by even and equal portions. And if it shall happen the said yearly Rent of, &c. or any part thereof to be behind and unpaid by the space of, &c. next ever or after any of the said Feast days

That if *E S* the elder dy before the expiration of the former Grant, then *E M* shall have it for the residue

in which the same ought to be paid, as aforesaid; it being lawfully demanded, That then and from thenceforth it shal and may be lawful to and for the said *E S* the younger, his, &c. into the premises, and every part thereof wholly to re-enter, and the same to have againe and re-possesse, as in his and their former Estate, this Indenture, &c. notwithstanding. And the said *E M* for himself, his, &c. covenanteth, &c. to and with the said *E S* the younger, his &c. by these presents, that he the said *E M* his, &c. at his and their own proper costs and charges, the aforesaid capital Messuage or Tenement, and all other the Edifices in, with and by all manner of reparations well and sufficiently shall repaire, sustain, support and maintain from time to time as often and when as need shall require during the said residue of the said 18 years, and that at the end or other determination of the said 18 years shall leave and yeild up the same unto the said *E S* the younger, his &c. well and sufficiently repaired, sustained, maintained and amended, as also all the hedges, ditches, fences and gates in and about the said mentioned premises, well and sufficiently made, hedged, ditched, fenced and amended, together with all the doors, locks, keyes, bolts, glasse, casements and shelves now remaining, being fixed or used, or that hereafter shall be remaining, being fixed or used in or about the before mentioned premises, or any part thereof. And also the said *E M* for him, &c. doth Covenant, &c. to and with the said *E S* the younger, his, &c. by these presents, that he the said *E M* his, &c. with out the consent of the said *E S* the younger, his, &c. in that behalf first had and obtained in writing under his or their hands and seals shall not will not make any Grant or Demise of the before mentioned demised premises, or any part thereof, nor of the interest which hee hath in the same by vertue of these presents to any person or persons whatsoever, unlesse it be of the whole Demised premises, and for all the term which he hath or ought to have by vertue of these presents, neither shall nor wil within three years next before the end or determination of the said terme of eighteen yeers, plow, ear or digge up any

Covenant for reparations.

A Covenant that *E M* shall not demise part of the premises, nor of his estate to any except it be of the whole nor shall nor plough up, &c.

A Covenant,
that *EM* after
the felling of
the woods shall
keep them from
spoyl of Beasts.

any of the ground within the before mentioned Schedule to the said recited Indenture annexed, set down under the name or title of Meadow-ground, or shall within seven years next before the end or other determination of the said eighteen years, lop, pole or shred any the Trees of Apples, Pears, Plums or Crabs now growing, or which during the continuance of the said residue of the said term of eighteen years shall grow in or upon the before mentioned premises, or any part thereof. And further, the said *EM* for him, his, &c. doth covenant and grant to and with the said *ES* the younger, his &c. by these presents, that from and after such time as he the said *ES* the younger, his &c. shall upon the felling of any the woods, underwoods or hedgrowes which are excepted in the said recited Indentures have sufficiently fenced and inclosed the same woods, under-woods, or hedgrowes, That then and from thenceforth he the said *EM* his, &c. the same woods, under-woods or hedgrowes, so felled and fenced, as aforesaid, shall well and sufficiently keep, preserve and maintain from all willfull hurt and spoile of Beasts and Cattel until the next felling of the said wood, under-wood or coppice, so felled as aforesaid; and also if any clay, loame, or other earth shall, during the continuance of the said residue of the said term of eighteen years be digged in or out of any of the said mentioned premises where there is no pit, by the said *EM* his, &c. or by his or their sufferance, commandment or procurement. Then the said *EM* his, &c. the place whence the said clay shall be so digged shall fill up again and level, or else the same make fit and convenient for the keeping and maintaining of fish. And the said *ES* the younger, for him, his, &c. doth covenant &c. to and with the said *EM* his, &c. by these presents, That it shall & may be lawful to and for the said *EM*, his, &c. from time to time during the continuance of the said residue of the said term of eighteen years, to have and take by the appointment of the said *ES* the younger, his, &c. sufficient plough-boot if it shall be there to be had, to be spent in and about the premises, as also sufficient rough-timber for the necessary reparations in all things (lath only excepted) of the

A Covenant,
that *EM* shall
have plough-
boot-timber, &c.
upon the premi-
ses, by the ap-
pointment of
ES.

the premises. And that it shall be likewise lawful to and for the said *E M* his, &c. during the said residue of the said terme of eightene yeares, to have and take sufficient hedgboot and fireboot to be spent in and upon the premises about the necessary uses of household, to be had and taken from time to time during the continuance of the said residue of the said terme of eighteen years, out of the bushes growing or to be growing in and upon the premises, and out of the lopps, poles, and shredings of such Trees as have heretofore been usually lopped, poled or shred, and of such other Trees as the said *E S* the younger, his, &c. shall hereafter appoint to be lopped, topped, or shred; which said Trees so hereafter usually lopped, poled or shred, or which hereafter shall be lopped, poled or shred, the said *E S* the younger for him, his, &c. doth Covenant, &c. to and with the said *E M* his, &c. shall not by or with the consent, allowance or privity of him the said *E S* the younger, his, &c. be felled or cut down during the continuance of the said residue of the said terme of eighteen yeares (unless it be for the reparations or new buildings of or upon the premises, or other the houses or Lands of the said *E S* the elder, his, &c.) And further, the said *E S* the younger, for him, &c. Covenanteth, &c. to and with the said *E M* his, &c. by these presents, That it shall and may be lawful to and for the said *E M* his, &c. to have and take the herbage and feeding of all the woods, under woods, and hedgrows before-mentioned to be excepted, not making any wilful hurt or spoile; as also he the said *E S* the younger, his, &c. during the said residue of the said terme of eightene yeares, shall and will discharge and pay all the Quit-rents issuing or going out of the before-mentioned premises, or any part thereof.

In witness, &c.

Vu An

A Covenant
that *E. M.* shall
have the her-
bage and feed-
ing of the
woods, not
making wast,
and that *E. S.*
shall pay all
Quit-rents.

*An Indenture of Lease, with divers special
Covenants in a very good
Forme.*

Demise.

THIS *INDENTURE* made, &c. between, &c. *Witnesseth*, That the said *P H* for divers good causes, &c. Hath Demised, &c. unto the said *W B* his, &c. All that Eastermost parcel of ground, containing in length 13 foot, &c. or thereabouts, and in bredth 18 foot or thereabouts, set, lying and being in, &c. in a certain place there called, &c. between the High-way leading between the Court-house-row and the same row, called, &c. on the North part, and the rest of the bayes on the East, and upon the High-way leading between the row called, &c. on the South, and the ground of the said *P H* on the West, and whereupon there is now standing certain Old buildings, being used for Booths, together with free egress, ingresse and regresse in and to the same, through all the Gates now used into the Cloth-fair (Except, and alwayes reserved out of this present Demise, Lease and Grant of the premises unto Sir *H R* of, &c. his Heires and Assignes, during the continuance of these presents, all and every such pipe or pipes of lead as now are or lye within the ground or soile of the said parcell of ground by these presents mentioned and intended to be Demised, or which the said Sir *H R* his, &c. shall be pleased and think good to lay in the same parcell of ground, together also with the layer of the said Pipes, during the time aforesaid; and also except and alwayes reserved unto the said Sir *H R* his, &c. free liberty of ingresse, egress and regresse to and for the said Sir *H R* his, &c. and to and for his and their Servants, Labourers, and Work-men, with stufte and other things necessary at all time and times, and from time to time during the continuance of these presents, so often as need shall require, to come into or upon the premises, or any part thereof, and to break the ground and soile of the premises or any part thereof, for the amending and repair-

Exception.

repairing of all such pipe and pipes of lead as shall, during the continuance of these presents, happen to be in decay or need to be repaired (the said ground to be made up again at the costs and charges of the said Sir H.R. his Heires and Assignes.) To have and to hold, &c. yeelding and paying, &c. the first payment thereof to be made at the Feast day of, &c. And if it happen the said yearly Rent of, &c. That then and from thenceforth it shall and may be lawfull to and for the said P H his, &c. into the above-demised premises and every of them wholly to re-enter, and the said W B his, &c. to expell, remove and put out, and the same to have again, re-possesse and enjoy, as in his former Estate, This Indenture, &c. notwithstanding. And the said W B for himselfe, his, &c. doth Covenant and grant, &c. to and with the said P H his, &c. by these presents, that he the said W B his, &c. shall and will at his and their owne proper costs and charges (in all things) make, erect, set up and finish, or cause to be made, &c. before the Feast of, &c. upon the said ground and soile by these presents mentioned to be demised one good and substantiall building of timber, brick, or stone, to be framed and made into one Tenement of three stories high, besides the garret, from the groundfills thereof, to the razons; the lower story thereof shall be nine foot high at the least, the next story over that shall be eight foot high at the least, and the third story to the razons shall be seven foot high at the least, and shall yet the first and second stories the sommers, joynts, spars, razons, groundfills and the timber thereof shall be as bigge in scantling and thickenesse at the least as those are which are in the building at the new Court-house which is now set, standing and being, in, &c. and shall and will make or cause to be made to every Room thereof two Imbownd transome Windows of Carpenters work, brick or stone, of six foot wide every Window at the least and shall and will glaze all the said Windows, and shall and will scle and proger all the floors over head with lyme and haire without any boarde, and shall and will sufficiently lath and proger with lyme and haire onely all the outside of the said Buildings.

Habendum.

A Covenant
that W. B. shall
build a faire
Houſe on the
ground De-
miſed.

And that he
shall repaire it
and make it fit
for a Subsidie-
man to inha-
bit in.

and shall and will make convenient Dormer-windowes on all the Garrets of the said Tenement, and shall tyle over all the said Building, and lay the tyles with lyme and sand, and dry hang none, and shall and will make convenient Doores, hooks, hinges, locks and keyes to all the Roomes of the said Building, and shall floare with Inch-board in all the floares, and nayle them with eight peny nayles, and make convenient chimnies, with brick, lyme and sand to the said Tenement, and shall and will make one convenient celler throughout all the said Building, and pave the celler with brick, and a vault of brick for the said Tenement for a privy, and the vault so to be carried up into the Garret of the said Tenement, and shall and will pave with good stone half the allies or streets on both sides of the said building. And the said *W B* his, &c. shall and will from time to time, and at all times during the said term of, &c. when and as often as need shall require, at his or their proper costs and charges, repaire, uphold, maintaine and keep all the said Building and Tenement so erected and finished in and by all manner of necessary reparations, and the Building and Tenement so repaired, upholden and kept in good and sufficient reparations, shall and will so leave and yeild it up with all Doores, Windowes, Casements, Locks and Keyes belonging to the said House, well tyled and glazed, and stone set, at the end, expiration, and all and every other determination of this present Lease: That it shall and may be lawfull as well to and for the said *P H* his, &c. as also to and for all others the Grantors or Lessors of the said Demised premises, their Heires, Executors, Servants or Officers thereunto appointed, to come into and upon the said Building and Tenement at his and their free-wills and pleasures, to view the Decaies thereof, and that the said *W. B.* his, &c. shall sufficiently amend and repaire the Decaies thereof within three moneths after notice given unto him, his Executors, &c. of the Decaies thereof by the said *P H* his, &c. or by any other Lessors or Grantors of the premises, their Heires or Assignes. And that the same Tenement so erected and builded shall be fit and convenient for a Subsidie-man to dwell in, whereby the said

said *P. H.* &c. and the said building shall or may be
 saved or kept harmless for or against every penalty, or pe-
 nalties, or damage, that the said *P. H.* his, &c. or the said Te-
 nant may incur, or sustaine by the building thereof by
 reason of any Proclamation or Statute heretofore at any
 time had or made, or hereafter to be had or made in that
 behalf. And that the said *W. B.* his, &c. shall nor will not at
 any time or times during the said terme have above one
 Household or Family in the said Tenement, and no Inmate
 or Inmates within the Tenement, to inhabit there as an In-
 mate, and that the said *W. B.* his, &c. shall nor Visual nor
 keep any Visualling within the said Tenement at any time
 during the said term, without the special license of the said
P. H. his, &c. first had and obtained in writing, and that
 the said *W. B.* his, &c. shall and will from time to time during
 the said term, bear and pay all such Weekly, Monthly,
 Quarterly, Yearly charges as he or they, or the said Te-
 nant or Inhabitants there shall be set and rated at by the
 said *Sir. H. R.* his, &c. or his Officer or Officers towards
 watch, candle-light, Scavengers, Gate keepers, ladders, buc-
 kets, and contribution for bringing of water into the Cloth-
 fair for their general good according to the rate of the
 other Inhabitants there. And furthermore the said *W. B.*
 doth in and by these presents for him, &c. covenant, grant,
 conclude and agree to and with the said *P. H.* his, &c. That
 he the said *P. H.* his, &c. and all and every other person or
 persons which he the said *P. H.* his, &c. in that behalfe shall
 dominate, assigne and appoint, shall and may from time to
 time yearly and every year during the continuance of this
 present Lease or Demise, on the Feast day of, &c. and three
 dayes next before and three dayes next after the said Feast,
 have, occupy, possesse and enjoy the said Boother, and all
 the benefit, profit and commodity of them during the terme
 aforesaid until the said Building in these presents formerly
 mentioned be had and made, and that after the said Build-
 ings be had and made, he the said *P. H.* his, &c. and all and
 every such other person or persons as the said *P. H.* his, &c.
 in that behalfe shall assigne and appoint, shall and may from
 time

And that he
 shall keep no
 Inmates, nor
 keep Visual-
 ling, and shall
 pay all charges

A Covenant,
 that *P. H.* may
 enjoy the
 Booths or Low
 footmes every
 year for seven
 dayes.

time to time yearly every year during the continuance of these presents on the Feast aforesaid, and by the space of three dayes next before the said Feast, and three dayes next after the said Feast, peaceably and quietly have, hold, occupy, possesse and enjoy the lower Room or Chamber which shall be next the lower floor and groundfil of the said Dwelling-house, so to be erected, to be used and employed for Boothes on the said Feast day, and by the space of three dayes next before the said Feast, and three dayes next after, without any allowance to be made to the said *W B* his, &c. for the use of the said Room; and that he the said *P H* his, &c. shall and may have, receive and take to his and their own proper use and behoofe all such summe or summes of money, and other benefit, profit, commodity or advantage which shall or may be had or made by or for the use of the said room during the time aforesaid, and that the said room shall be laid open during the time aforesaid, and that the said *P H* his, &c. and all and every person or person which he the said *P H* his, &c. in that behalf shall substitute, authorize and appoint, shall have free liberty of ingresse, egress and regresse into the said Chamber and Roome, and there to remain and abide, during the term aforesaid, without the let, trouble, disturbance, molestation or eviction of the said *W B* his, &c. or of any other person or persons claiming by, from, or under his or their Estate or Estates, or by his or their title, assent, or procurement. Provided alwayes and upon condition, that if the said *W B* his Executors or Administrators shall not well and truly perform, solist, and keep in all things according to the true intent and meaning thereof, the said Covenant in these presents last above mentioned, That then and from thenceforth, the Estate, interest, possession and terme of yeares of the said *W B* of and in the premises, and of and in every part and parcel thereof, shall cease, determine, and become utterly void; and then and from thenceforth it shall and may be lawful to and for the said *P H* his, &c. into all and singular the premises to re-enter, and the same to have againe as his or their former estate, anything in these presents, &c. notwithstanding

A proviso, that if *W B*. do not perform the last Covenant, then the Lease to be void.

ding. Provided always, and it is covenanted, granted, concluded and agreed by and between the said parties, that if the said *W B* his, &c. or some of them do not before the Feast day of, &c. at his own costs and charges make, erect, set up, and in substance and effect finish the said building (in all things to the said Building belonging) as the said *W B* hath before in these presents Covenanted to do: That then and from thenceforth this present Demise and every Article, Clause and Agreement in these presents contained and comprized to be frustrate and of none effect, and the Estate hereby conveyed to the said *W B* to cease and determine, and be utterly void, to all intents, constructions and purposes whatsoever. And the said *P H* doth for himselfe, his, &c. covenant, grant, conclude and agree to and with the said *W B* his &c. and to and with every of them by these presents, that he the said *W B* his, &c. shal and may, &c. (Covenant for peaceable enjoying.) And lastly, the said *W B* for him, his, &c. covenanteth, &c. to and with the said *P H*, his, &c. That he the said *W B* his, &c. at his and their own proper costs and charges (in all things) shall and will raise and heighten the ground where the said new building shall be made in such good and sufficient manner as that the water and soile which shall fall, come, or be made from or in the said Building, shall or may avoid, run and be carried away without nuisance into the Common-sewer, downe along by the rest of the said Boother, and so into Long Lane to the end the said Building may be kept sweet and wholesome for the Inhabitants which shall there dwell and inhabit. And whereas there is a purpose and intention that one or more Pump or Pumps, Well or Wells, and other provision for water is had, or shall be made, had, built, erected or provided in some convenient place or places within the precinct of the said Cloth-fair, to and for the general good of the whole Inhabitants of the said Cloth-fair; The said *W B* doth in and by these presents, for him, his, &c. covenant, &c. to and with the said *P H* his, &c. that he the said *W B* his, &c. or some of them shal and will from time to time and at all times hereafter, during the continuance of these

A Proviso, that if he do not finish the Building before, &c. then the Lease to be void.

A Covenant, that he shall raise the streets so, that the soile be carried away without any annoyance.

A Covenant, that *W B* shall pay all charges for water.

these presents, pay, satisfie, discharge and defray all such sum or sums of money as are or shall be reasonably taxed or assessed upon them the said *W. B.* his, &c. by the said Sir *H. R.* his Heirs or Assignes, or by *??* of, &c. within three dayes next after notice given unto the said *W. B.* his, &c. of the said assessment and taxation, as well for the use and purpose aforesaid, as also for the amending and repairing of the said Pump or Pumps, Well or Wells, or other provision for water whatsoever. And in respect thereof the said *W. B.* his, &c. shall have for his necessary use the benefit of the said Pump or Pumps, Well or Wells, or other provision of water whatsoever in common, together with such other of the Inhabitants as are or shall be dwelling within the precinct of the Cloth-fair, and be contributory towards the charge thereof, in manner and form as the said *W. B.* is in and by these presents chargeable and liable unto.

In witness, &c.

An Indenture of Lease for three lives, with special Covenants.

THIS INDENTURE made, &c. betweene, &c. *Witnesseth*, That the said *T. C.* and *A.* his wife, by a mutual assent and consent, for divers good causes them the unto moving, and chiefly for and in consideration of *30 l. 13 s. 4 d.* of, &c. well and truly paid, &c. Have demised, granted, set, let, and to farm-betaken, &c. unto the said *T. T.* all these several parcels of Land hereafter named: *viz. (name the Lands)* All which said Lands, premises and appurtenances were late the inheritance of *I. H.* of, &c. Father of the said *A.* situate, lying and being within, &c. and now in the holding, tenure or occupation of, &c. or his Assignee or Assignes: Together with all crops of trees under woods, waters, commons, out-lets, wayes and easements

Demise from
T. C. and *A.* his
Wife.

ments to the said demised Lands, or any part thereof, lying, belonging or appertaining, with all and singular the appurtenances; together also with all such houses, edifices, buildings, orchards and gardens as shall hereafter be erected, planted, builded and made in and upon the said premises, or any part thereof. To have and to hold, occupy and quietly enjoy the said parcels of Lands, and all other the said demised premises, with the appurtenances, and every part thereof to the said *T T*, his &c. from the day of the date hereof, for and during all the naturall life and lives of the said *T T*, *E* now his Wife, and *H G* Son of *R G* of &c. aforesaid, brother of the said *E*, and for and during the life natural of the longest liver of them the said *T T*, *E* and *H*, to all profits and commodities whatsoever, (wilfull waste only excepted) Yeilding and paying therefore yearly, during the said terme, unto the said *T C* and *A* his Wife, and to the Heires and Assigns of the said *A*, the full summe of &c. at the Feasts of &c. or within &c. by equall portions: together also with two dayes average, called reaping in harvest time, with sufficient persons upon lawfull demand: and also two Capons at the feast of &c. yearly, during the said term. And also yeelding an Heriot at the decease of the said *T T*, and every other his Assigne, dying principall Tenant, Occupier of the premises by force of these presents. And also paying after the rate of s. for all rates and layes that may be levied out of the premises for and during the said term. And if it happen the said yeerly rent of &c. or any part thereof to be behind and unpaid by the space of &c. next ensuing the said Feast dayes on which the same ought to be paid, and the same being lawfully demanded, and no sufficient distress for the said rent in or upon the said premises, or any part thereof can or may be found: That then and from thenceforth it shall and may be lawful to and for the said *T C* and *A* his said Wife, and the Heirs and Assigns of the said *A*, into the said Lands, and other the said demised premises, and every part thereof, with the appurtenances, to re-enter, and the same to so possess, enjoy and have again, as in his or their former estate; and this present Demise and Grant from

Habend for three lives.

Yeelding and paying 40 l. per annum, and two dayes average, or reaping in harvest; and two Capons, & a Heriot, at the decease of every Tenant, dying Tenant in possession.

If it happen the rent be unpaid, and no distress to be found, then to re-enter.

A Covenant,
that T. T. may
dig up by the
roots any trees,
&c.

A Covenant,
that T. T. shall
build two baies
of houses with-
in three years.

In considerati-
on wherof, they
shall allow him
timber.

A Covenant,
that they shall
leave a fine.

thenceforth, to be utterly voyd, frustrate and determined, any thing in these presents, &c. notwithstanding. And the said T. C. and A. his said Wife, for themselves, their, &c. do Covenant &c. to and with the said T. T. his &c. and every of them by these presents, That it shall and may be lawfull to and for the said T. T. his &c. and every of them, for and during the said terme, to stock and rid up by the roots all manner of bushes and underwoods growing in and upon the premisses (except in hedges and fences.) And also, ditch, quick-set and divide the premisses at the will and pleasure of the said T. T. his &c. And also, to make marle-pit or pits upon the premisses, for the better manuring thereof. And the said T. T. for himself, his &c. doth Covenant &c. to and with &c. by these presents, That he the said T. T. his &c. or some of them, shall and will within three yeers next ensuing the date hereof, erect and build two sufficient bays of housing, or more, in and upon the Lands lying in &c. or upon some other convenient place of the said demised premisses: and the same houses so erected and builded, shall from time to time repair, keep, and maintaine in good reparations for and during the said term: and in the end of the said terme, the same being sufficiently repaired and tenantable, shall leave and yeeld up: In consideration the said T. C. and A. his Wife, their Heirs and Assignes, shall and will, upon lawfull demand, give or deliver, or cause to be delivered unto the said T. T. his &c. sufficient Timber for the building of the said two bayes or more, at the choice of the said T. T. his &c. And further, the said T. C. and A. his said Wife &c. doe Covenant, &c. to and with &c. by these presents, That he the said T. C. and A. shall and will at the next generall Sessions to be holden within the said County of &c. in due forme of Law, knowledg and leave a Fine, *suuvenance de droit come ceo cil ad desour donnee*, to be recorded and ingrossed, with proclamations according to the Statute in such case made and provided, unto the said T. T. his &c. or to such other person or persons as hee or they shall appoint, of, in, and upon all the said severall parcels of Lands, and other the premisses, with the appurtenances, for the bet-

ter and sure making of the said Premises in manner afore-
 said, for and during the said term, as by the learned Coun-
 cill of the said *TT* his, &c. or by any of them, shall be rea-
 sonably devised or required; so that the said *TT* his, &c.
 allow and pay the fourth part of the charges of the said fine.
 And the said *TC*, and *A* his said Wife, doth, &c. to and
 with the said *TT* his, &c. and every of them by these pre-
 sents, That they the said *TC* and *A* his said Wife, and the
 Heires and Assignes of the said *A*, all the said demised Lands
 and premises, housing and appurtenances, and every part
 thereof, to the said *TT* his, &c. for and during the said
 term, in manner and form aforesaid, against them the said
T, and *A* his said Wife, their, and either of their Heires, &c.
 and against all and every other person and persons whatso-
 ever, lawfully claiming the said Messuage or Tenement,
 Lands and other the premises, or any part thereof, in, by,
 from or under them the said *T*, and *A* his said Wife, or ei-
 ther of them, their Heires and Assigns, shall and will warrant,
 acquit, discharge or otherwise sufficiently save and keepe
 harmlesse and defend by these presents. And moreover,
 the said *TC* and *A* his said Wife, have ordained, con-
 stituted, deputed and made, and by these presents in their
 place have put their Well-beloved in Christ, *PD*, and *RD*
 their true and lawful Atturneyes, joyntly and severally; for
 them, and in their names, stead and place, to enter into the
 said Lands, premises and appurtenances, or into any part
 thereof, and possession, livery and seisin thereof to take;
 and after such possession, livery and seisin so thereof had and
 taken, the same to deliver over to the said *TT* or to his
 certaine Atturney in that behalfe, according to the forme,
 effect and true meaning of these presents; ratifying, con-
 firming and allowing all that, and so much as their said At-
 turneys, or either of them, shall doe in and about or con-
 cerning the executing of the possession, livery and seisin in
 manner aforesaid by these presents.

A Covenant,
 that they shall
 save harmlesse
 the premises.

A letter of At-
 turney to deli-
 ver possession.

In witness, &c.

X x 2

Ans

An Indenture of Lease for three lives, of a Tenement, with special Covenants.

Demise.

habendum for
three lives.

Covenant for
reparations.

THIS INDENTURE made, &c. between, &c. *Witneseth*. That the said *T C*, and *A* his said Wife, for and in consideration of, &c. Have demised, granted, &c. unto the said *R H* and his Assigns, all that one Messuage or Tenement, with the appurtenances, situate, lying and being in, &c. late in the tenure or occupation of, &c. or of her Assigns; together with all and singular Houses, Barnes, buildings, backslides, gardens, yards and curtilages to the same premises belonging, and four pieces or parcels of Land thereunto adjoining, called and known, &c. and all Lands, leasowes, pastures, closes, woods, waters and commons to the same Messuage in any wise belonging or appertaining, or with the same usually occupied at any time heretofore; and also one daymarch or meadow Land, lying in a meadow, called, &c. now of late in the occupation of *H D* or his Assignee or Assignees. To have, hold, occupie and quietly to enjoy the said Messuage or Tenement, and all other the premises with the appurtenances, unto the said *R H* and his Assignes, immediately from the executing of these presents, for and during the natural lives of the said *R H*, *M* his Wife, and *A C* Daughter of the said *T* and *A*; and for and during the life and lives of every of them longest living, to all tenantly commodities and profits whatsoever (wilful waste only excepted) Yeilding and paying therefore yearly, during the said terme, unto the said *T C* and *A* his Wife, and to the Heires of the said *A* 40 s. of &c. at the Feast of, &c. and also the best Beast, or movable good at the decease of the said *R H* only, for and in the name of an Heriot (if it be required.) And if it happen, &c. that then, &c. (as in the former) And the said *R H*, &c. doth, &c. to and with, &c. by these presents, That he the said *R* and his Assigns, shall and

and will not only repair and keepe the said Messuage or Tenement, houses, barns, buildings, and other the premises, in good and sufficient reparations, from time to time, during the lives of the said *R*, *M* and *A*, and the longest liver of them: but also at the time of their deceases so repaired, tenantably shall leave up. And the said *T C* and *A* his said Wife, &c. doth. &c. to and with, &c. by these presents; That there shall no other Heriot be paid or asked in respect of this Demise, but only at the decease of the said *R H*. And also, the said *T C* and *A* his said Wife, &c. doth, &c. to and with &c. by these presents, That it shall and may be lawfull to and for the said *R H* and his Assignes, during the said term of the said *R*, *M* and *A*, and the longest liver of them, to take and have convenient Timber upon the said demised premises, for the necessary reparations of the aforesaid Messuage or Tenement, houses, barnes and buildings, as occasion shall require; and also to digge and make marle pit or pits in any convenient part of the premises; and the same marle there gotten, to expend and bestow upon the premises or any part thereof, and not elsewhere during the lives of the said *R*, *M* and *A*, and the longest liver of them. And also the said *T C* and *A* his said Wife, their &c. shall provide that the said *R H* and *M* his Wife, shall have a convenient seat, or kneeling place in the Church of &c. aforesaid, during all their said term, at the costs and charges of the said *T* and *A* their &c. And further, the said *T C* and *A* his said Wife, &c. doth &c. to and with &c. by these presents, That he the said *T C* and *A* his said Wife, and the Heires and Assignes of the said *A*, all the said Messuage or Tenement, houses, barns, buildings, and all other the demised premises with the appurtenances, to the said *R H* his &c. for and during the aforesaid term, in manner and form aforesaid, against them the said *T* and *A* his Wife, their and either of their Heirs and Assignes; and against all other person and persons whatsoever, lawfully claiming the said Messuage or Tenement, Lands, and other the premises, or any part thereof, in, by, from or under them the said *T* and *A* his Wife, or either of them, their Heires and Assignes,

That there shall but one Heriot be paid.

A Covenant, that *R. H.* shall have timber on the premises, and have a kneeling place in the Church.

A Covenant, that they shall warrant the premises.

Assignes, shall and will warrant, acquit, discharge or otherwise sufficiently save and keep harmlesse and defend by these presents.

In witnesse, &c.

An Indenture of Lease for term of three yeers; and after the three yeers, from year to year, untill one half yeers warning be given of dislike, with speciall Covenants.

Demise.

Habendum for three yeers, and after from year to year, til one half yeers warning of dislike be given by each of them: Giving alwaies one quarters rent before-hand.

THIS *INDENTURE* made, &c. betweene, &c. *Witnesseth*, That the said *I E*, for and in consideration of &c. Hath Demised &c. unto the said *? C* these severall Rooms and premisses next hereafter mentioned: That is to say, &c. (*name the Rooms*) together with free liberty of ingresse, egress, regresse, way and quiet passage unto and for the said *? C*, his Executors, Administrators, Servants and Assignes, to goe and come unto and from the said demised premisses, through the yard belonging to the said Messuage or Tenement, called or known by the name or signe of the &c. situate, lying and being in &c. from time to time, and at all times during the term hereunder granted: All which said premises are situate, lying and being in &c. aforesaid, and are parcel of the said Messuage, Tenement or Inn, commonly called or known by the name or signe of &c. and now are in the tenure or occupation of &c. or his Assignes. To have and to hold, &c. from thence next ensuing, and fully to be compleat and ended; and from and after the end and expiration of the said term of &c. from year to year, untill such time as one half yeers warning of dislike shall be given by either of the said parties to the other of them, his &c. Yeelding and paying therefore yearly, during the continuance of this present Lease, unto the said *? E*, his &c. the rent or summe of &c. whereof the said *I C* hath paid unto the

said

said *I E* one quarters rent before-hand, at four Feasts or terms of the year, viz. &c. by even portions: That is to say, one quarters rent alwayes before-hand, during the continuance of this present Lease. And the said *? C.* for himself, his &c. doth Covenant &c. to and with the said *? E.* his &c. by these presents, That he the said *I C.* his &c. or some of them, at his or their or some of their own proper costs and charges, the said severall rooms and premises by these presents demised, shall and will from time to time, during the continuance of this present Lease, well and sufficiently repair, support, sustain, amend and maintaine, and against wind and rain shall make and keep defensible, when and as often as need shall require: and the widraught, privie and pavements belonging and appertaining to the said premises, shall likewise cleanse, pave, scour and amend, when and as often as need shall require; or else alwayes within the time and space of &c. next after any notice or warning shall be therefore given or left in writing at the said demised premises, to or for the said *? C.* his &c. And the same premises at the end and determination of these presents, shall peaceably and quietly leave, surrender and yeeld up unto the said *? E* his &c. in as good state of reparations as the same now are in every respect. And further, that it shall and may be lawfull as well to and for *? D* of, &c. his &c. as also unto and for the said *? E.* his &c. and every or any of them, four times in every year yearly, during the continuance of this present Lease, at their and every of their free wills and pleasures to enter and come into and upon the said premises above mentioned to be demised, with the appurtenances, and every part and parcel thereof, there to view, search and see whether the reparations of the same premises be well and sufficiently made, repaired and kept, as the same ought to be, or not: And of all such defaults of reparations as then and there upon any such view shall be found, to give or leave notice or warning in writing unto or for the said *? C.* his &c. at the above letten premises, for the repairing and amending thereof within the time and space of &c. then next after, as aforesaid. And moreover, the said *? C.* for him,

A covenant for reparations.

And for view

A Covenant,
that *I C.* shall
pay all duties.

A covenant,
that he shal not
do any act to
forfeit *I. E.* his
estate, nor cut
any of the prin-
cipall Timber,
nor use the art
of brewing in
the premiffes,

And that hee
shal bake in his
own Oven, and
deliver all such
houfhold-stuffe
as was deliver-
ed him.

him, his, &c. Covenanteth &c. to and with the said *I E* his &c. and to and with every of them by these Presents, That he the said *I C.* his &c. at his and their, and some of their own proper costs and charges, shall and will from time to time, and at all times, when and as often as need shall require, during the continuance of this present Lease, beare, pay and discharge all such taxations and duties as shall be taxed, assessed or due to be paid by means or reason, or in respect of the aforesaid premiffes; and thereof, and of every part thereof clearly acquit and discharge, or sufficiently save and keep harmlesse the said *I E* his &c. And likewise the said *I C* for him, his &c. doth Covenant &c. to and with the said *I E* his &c. by these presents, That hee the said *I C* his Executors, Administrators nor Assignes, nor any other person or persons, by his or their means or procurement; shall at any time hereafter during the term hereby granted, doe or procure, or cause to be done any act or thing whatsoever, whereby to prejudice or forfeit the estate, right or title which the said *I E* hath and holdeth of and in the premiffes, or any part thereof. And also that he the said *I C* his &c. shall not at any time hereafter saw or cut any of the principal Timber, posts or joyfts of or belonging to the above letten premiffes, or any part thereof, without the special license and consent of the said *I E*, his &c. first had and obtained in that behalf. And likewise, that hee the said *I C*, his &c. shall not at any time during the term aforesaid, use or exercise the art of Brewing in the said demised premiffes, or in any part thereof: And likewise, that he the said *I C*, his &c. shall permit and suffer the said *I E*, and one *P W* of &c. their Executors, Servants and Assignes, to bake any bread or other things in the Oven in and belonging to the said demised premiffes, as often, and when as need shall require, during the said term, without any let, disturbance or contradiction of the said *I C*, his &c. And also, that he the said *I C*, his &c. shall at the end of the said term, or other sooner determination of this present Lease, deliver or cause to be delivered unto the said *I E*, his &c. all such bedding, household-stuffe, and other things which the said *I E* hath deli-

delivered unto the said *I C* at the enscaling and delivery of these presents, and which he the said *I E* shall at any time or times hereafter during the continuance of this present Lease, deliver or cause to be delivered unto the said *I C* his Executors, Servants or Assigns, in as good state and condition as now they or any of them are (reasonable use in the mean time only excepted.) And further, that he the said *I C* his, &c. shall and will permit and suffer the said *I E* and the said *P W* their Executors, Servants and Assigns, to wash his and their clothes in the Kitchen, or in some other convenient room belonging to the abovesaid demised premises, once in every fortnight, without any let or interruption of the said *I C* his, &c. And the said *I E* for himself, his, &c. doth Covenant, &c. to and with the said *I C* his, &c. by these presents, That he the said *I C* his, &c. paying the said, &c. (the Covenant for peaceable enjoying) And also that he the said *I E* his, &c. shall and will at all times hereafter, and from time to time during the continuance of this present Lease, peaceably and quietly permit and suffer the said *I C* his, &c. to have and enjoy the use and benefit of the two Parlours below the stairs, and one Chamber over the Buttery above demised, from time to time, on the day time, for his Guests to eat and drink in: That is to say, from the time that his Guests shall rise in the morning, until they go to bed at night: He the said *I C* his, &c. keeping the said rooms sweet and handsome, and paying and allowing unto the said *I E* his, &c. all such summe and summes of money as shall from time to time grow due to be paid for Guests lodging in the said two Parlours and Chamber above specified, at all times upon request to him the said *I C* his, &c. by the said *I E* his, &c. to be therefore made. Provided alwayes, that if it shall happen the said yearly rent or summe of, &c. to be behind, or unpaid in part or in all, contrary to the form above limited for payment thereof, being lawfully demanded at the said demised premises. That then and from thenceforth it shall and may be lawful unto and for the said *I E* his, &c. into the said several rooms abovementioned to be demised, and into every or any part there-

That he may wash his clothes in the Kitchen.

A Covenant, that *I. C.* may have the benefit of three rooms all the day.

Proviso for the rent.

of, in the name of the whole wholly to re-enter, and the same to have again, retain, enjoy and re-possesse, as in his or their first and former estate or estates. And the said IC his, &c. and all other Occupiers or Possessors of the said Demised premises thereout, and from thence utterly to expell, put out, and amove; this Indenture or any thing therein contained to the contrary thereof in any wise notwithstanding.

In witness, &c.

*An Indenture of Co-partnership between two
Brewers, penned by Councill.*

Whereas they
are joyntly pos-
sessed of a
Brew-house,
and other
things.

THIS INDENTURE made, &c. between R. J. of &c. of the one part, and M. B. of, &c. of the other part. Whereas the said R. J. and M. B. do stand joyntly interested and possessed of and in one Messuage or Tenement, with the appurtenances, and of and in one Brew-house situate within, &c. late in the occupation of H. B. (for divers years yet enduring) and also of and in one Copper, and divers and sundry Brewing-vessels, Tons, Goods, Implements and Householdstuffs, by vertue of one Indenture of Lease, bearing date, &c. made between the said H. B. on the one part, and the said R. J. and M. B. on the other part: whereupon the yearly Rent of, &c. is reserved to be paid, which said Copper, Tonnes, Brewing vessels, Goods, Implements and householdstuffs are particularly expressed and specified in a Schedule or Inventory Indented to the said Indenture of Lease annexed. And likewise are possessed and interested of and in certain grounds, stables, hay-lofts, hog-sties, and other rooms now used with the said Brewhouse, as part and appertinent to the same for certain yeares also enduring, by vertue of one other Lease to them made by the said H. B. bearing Date, &c. at the yearly Rent of, &c. As by the said two several Indentures of Lease, whereunto relation being had
more

more plainly may appear. *Witnesseth*, that the said Parties to these presents, for the love and affection which either of them hath and doth beare each of them to the other; And to the intent and purpose that the same Parties may (by Gods grace) the better increase in stock, and be the better enabled to maintaine themselves and their Families, have concluded, condescended, and agreed together, and by these presents do conclude, condescend and agree to make between themselves a Fellowship or Company, and to become and continue Co-partners together in the mystery or trade of Brewing of Beer and Ale in the said Brew-house, immediately from and after the Day of the Date hereof, for and during the terme and time of, &c. from thence next ensuing, and fully to be compleat and ended (if both the said Parties shall so long live.) And to that intent and purpose the said *R^r* for his stock, part and portion, hath put in the summe of 200 l. of, &c. And likewise the said *M. B.* for his stock, part and portion, hath put in the summe of 200 l. of, &c. to be used and employed in the said Co-partnership. It is now Covenanted, granted and agreed upon by and between the said Parties to these presents, and either of them for himself, his Executors, Administrators, and Assignes respectively, doth Covenant and grant to and with the other of them, his Executors, Administrators and Assignes, by these presents, That they and either of them their severall Executors, Administrators and Assignes, shall be alike interested, and have, retain and assume to their own severall uses, equal shares, parts and portions, of, in, and to the said severall stocks by them severally put in, to be employed in this Co-partnership; and of all and every such other summe and summes of money as thereunto hereafter shall be added or put; and of, in, and to all the gains and profits and increase to come or grow thereof, or of any part thereof; or by any yeass, graines, leek, wash, or any other commodities thereof coming or arising by the said Co-partnership partible between them. Whereupon, for the sure and more effectuall proceedings in the said Co-partnership to the most mutuall benefit and advantage of

For the love & affection they are agreed to be Co-partners.

And for that intent they have put in a joynt stock of 200 l. apiece.

A Covenant, that they shall have their equal shares of their stock, and the gains and other things joyntly.

A Covenant,
they shall be
true one to ano-
ther.

And that all
charges shall be
equally paid
out of their
gains and
stock.

the said severall parties to these presents, either of the same Parties for himself and his severall Executors, Administrators and Assignes respectively, doth Covenant, promise and grant to and with the other of them, his Executors, Administrators and Assignes by these presents, in manner and form following, that is to say, That every of them shall and will from time to time during the said terme be true and faithfull, one of them to the other of them, in every thing in and about the said mystery and trade of Brewing, and all other things which shall concerne the said Co-partnership, and shall do and performe his and their best endeavour from time to time during the said Co-partnership to the best of their wit, knowledg, power and skill in brewing of Ale and Beere, or either of them in the said Brew-house, and in uttering and selling of the same, and in all other things necessary to be put in ure touching or concerning the said Co-partnership and joynt occupying for the bringing in of gaines, as (as much as in them lyeth) for the avoiding of losse. And that all losses and damages as shall happen to come either by evil or bad Debtors, or other casualties howsoever (so as it be not by or through the wilfull negligence or deceit of either of the said Parties.) And that all Subsidies, Taxes, and other provissions, impositions and loanes to be charged or imposed upon the said Parties or any of them by reason of this Co-partnership and Joynt trade, and all other charges for Rents of the said Brew-house, and the said Messuage or Tenement, and other houses and grounds which are and shall be used with the said Brew-house; and all charges of reparations to be done by the Covenants in the said severall Leases or either of them, and other about other houses and grounds as are now used and employed; and which shall be used and employed to and with the same Brew-house, and all other necessary charges to be expended in house-keeping at the said Brew-house, and all payments and necessary charges of corne, coales, hops, vessells, utensils, Servants wages, candles, and all other necessary provissions whatsoever in and about the said trade of Brewing during this present Co-partnership.

ship, shall be equally and indifferently sustained, borne, paid and discharged by and between the said parties out of their severall parts of the gains or stock, part and part like as Co-partners. And also it is mutually agreed upon by and between the said parties to these presents, that neither of them shall at any time or times during the said Co-partnership withdraw or take out of, or from the said principal stock or the gains thereof, or any summe or summes of money other then for the necessary uses aforesaid, without the mutual consent and agreement of the other of them first had and obtained: And such of them as by such consent as is aforesaid, shall at any time take out the same, shall immediately enter into a Book for that purpose to be kept, the quantity so to be taken out, to the end that the other of the said parties may take notice thereof. And it is further covenanted, granted, concluded, and fully agreed by and between the said parties to these presents, That they and either of them shall (as neare as they may) from time to time keep or cause to be kept, true, just, and perfect Books of Accompts or Reckonings in writing to the uttermost of their severall knowledge of all the payments, receipts, and debts to or from them due, or owing, gaines, losses, and all other necessary things touching their joynt trade and dealings in this present Co-partnership; which Books shall be extant from time to time, and at all times convenient for the said parties or their Assignes, to peruse and examine. And that once in every Quarter of a Yeare at the least, during the said Co-partnership; that is to say, at the Feasts of *St. Michael* or within twenty dayes next after every of the said Feasts (or oftner if need shall be) upon request made by one of the said parties, to the other of them, they the said parties shall joyne in reckoning together, and make and deliver either of them to the other of them, to the best of their severall knowledge, true, plain, and perfect Accompt or Accompts in writing, of, for, and concerning the principal stock, and all other things in Partnership between them, and of the gains, losses and debts to them due or owing, and by and from them to be due and owing to any person or persons.

A Covenant, that neither of them shall take any of the stock or gains, without the others consent, and he that doth so shall enter it into a Book.

A Covenant, that they shall keep true Books of Accompt, and make Accompt one to another every Quarter of all their joint dealings.

A Covenant, that all such money as shall be found due upon the foot of any accompt shall be equally divided between them.

* A Covenant, that if either of them dye, then (because no advantage shall be taken by the Survivor) the stock and all things whatsoever in their joynt trade shall be to his Executors or Administrators, as if he had been living.

persons, and of all the receipts, payments, dealings, and doings in or concerning the said Brew-houle, or otherwise touching or concerning this their Joynt trade and dealings, without any voluntary concealment, with drawing or unjust detaining of any of the said principal stock, or of any gain, profit or commodity which should or ought in any wise come to the equal share of the said Parties to these presents by the true meaning of these presents. And moreover it is agreed between the said parties, That whatsoever sum or sums of money at or upon the foot of any account or accounts concerning this Co-partnership shall be found to be remaining in the hands of any Clerk or Clerks, or in the hands of any the said Co-partners, or of any of their Assignee or Assignes not expended about the businesse of the said Joynt trade and Co-partnership, and before not accounted for by the said Co-partners, shall be forthwith from time to time equally and indifferently divided between the said Co-partners part and part alike, or run and be continued in stock as the said parties can best agree concerning the same. And it is further covenanted, granted, and fully agreed by and between the said R^t and M^r, and either of them severally and respectively covenanted, granteth and agreeth for himselfe, his Executors and Administrators, to and with the other of them, his Executors and Administrators in manner and form following; that is to say, * That if it shall fortune that either of the said parties to dye or decease during the time of this Co-partnership, before any separation or division shall be made between them of their said stock and common dealings (the other of them surviving.) In that case no advantage by the Survivor of the said parties, his Executors or Administrators in right, or in respect of his Survivorship, shall hold or take place, or be by him or them challenged, taken or demanded, but that such part and portions, of, in and to the said principal stock, and the gains and increase thereof, and also of the aforesaid Messuages and Tenements which is or shall be due or belonging to such party of the said parties so deceased, at the time of his death, shall come and be paid to the Executors,

tors, Administrators or Assignes, of the said deceased Co-partners in such like, and in so large, ample and beneficial manner, as the same should or ought to have grown due, or be paid or satisfied unto the said deceased Co-partner himself, if he had been living at the surcease or determination of this Co-partnership. And moreover, it is covenanted, granted, and agreed by and between the said parties to these presents, and either of the same parties for himself, his several Executors, Administrators and Assignes respectively Covenanteth and granteth to and with the other of them, his Executors, Administrators and Assignes, by these presents, That within the space of six Months next after the end or giving over of this Co-partnership, intended by these presents, be it upon the expiration of the said term of six years, or by the decease of either of the said parties, or otherwise howsoever, the said parties (if they be living) or if either of them shall happen to be deceased, then the Survivor of them, and the Executors and Administrators of the Deceased Co-partner shall consent and agree together, and shall upon reasonable request to be made by the one to the other of them, make choice and election of four indifferent Men, whereof two shall be chosen by the said *A* & his Executors or Administrators, and other two by the said *M B* his Executors or Administrators, to make and set downe an indifferent appraisement and valuation of all and singular the goods, implements, and chattels, which then shall be and remaine in Partnership between them (if otherwise between themselves they cannot agree thereof) (the goods, Coppers, brewing vessels, implements, and house hold stuff, which are expressed in the said Schedule or Inventory, annexed to the said Indenture of Lease only excepted) and that upon the appraisement thereof the Co-partner surviving, and the Executors, Administrators or Assignes of the Deceased Co-partner shall make and call lots betweene them to take or refuse the said Goods so to be appraised at such rate as the same shall be valued: or that he or they of them to whose lot the same shall happen to fall, his or their Executors, Administrators or Assignes, shall accept, receive.

A Covenant, that upon the end of the co-partnership, howsoever they shall chuse four men to praise the Goods, and that they shall cast lots to take or refuse the same.

And that after
the end of it,
they shall give
a true Accompt
to each other.

receive, and take the same: And also shal within six months then next following, satisfie, and pay, or cause to be satisfied or paid unto the other of them the said Co-partner, his Executors or Assignes, the moyety or half part of all such money as the said Goods shall be valued and praised, at or within the Brew-house above mentioned, without any fraud or covin, and shall also make equal Division between them of the money then in cash belonging to the said Co-partnership, and also of the Debts then owing to the said Co-partners, for or in respect of the said partable trade or stock, and of all and singular other the things now intended or expressed by these presents to be partable and divided between the said parties to these presents, in respect of the said Co-partnership; or otherwise thereof to deal and dispose as they then shal find to be most behoof-ful for them. And further, that within convenient time after the giving over, ending, or determination of this Co-partnership intended by these presents, the said parties, or the Survivor of them, his Executors and Administrators, shall and will upon reasonable request therefore to be made, make and deliver the one of them to the other of them (if they be both living) or (if either of them shall be deceased, then) to the Executors or Administrators of the said Party deceased, a true, just, plain, and perfect accompt in writing of the said whole stock, gaines, debts, credits, and all other things which shall be then in Co-partnership between them, or belonging to the said partable stock or trade: and within six weeks next after the end, determination, or expiration of the intended Co-partnership (be it howsoever) shall make an equal and indifferent separation and division of all the said partable stock, gains, debts, and other the said premises intended or expressed to be in Co-partnership, and assigne, allot and allow, or cause to be assigned, allotted and allowed one of them to the other of the said parties, or (if either of them be deceased, then) unto the Executors, Administrators or Assignes of the deceased Co-partner, the moyety of the aforesaid Messuages or Tenements, and so much of the said whole part and portion of the said stock
and

and gaires, and of all and singular other the premises which are expressed or meant to be in Co-partnership as to any of the said Parties shall be due and appertaining, or of right belonging for his part, purport, and portion, of and in the same, according to the true meaning of these presents, (defaulking and deducting first so much as shall and may satisfie the Debts which they the said Parties, or any of them shall owe or be indebted for and in respect of the said partable trade or dealings :) and that the Survivor of the said Parties, his Executors, and Administrators shall do his and their best endeavour and endeavours to call and gather in all the Debts which were or shall be owing to the said Co-partners, or any of them, in respect of the said partable, stock or trade; and after defalcation made of so much either in goods, stock, money, or otherwise, as shall suffice to satisfie and pay the Debts which shall be then truly owing by them, or either of them, in respect of the said partable stock, trade, and dealings, shall as the same Debts, or any part thereof shall be had or received, make payment of one half-part thereof (necessary charges ensuing for the getting of the same, deducted, rebated and allowed) to the Executors, Administrators, or Assignes of such of the same Partners as shall first happen to Decease. And that the said Survivor, his Executors, and Administrators, (if it be requested of him or them) for all the residue of debts and things whatsoever, which are or shall be owing or belonging to them, or any of them, according to the true meaning of these presents, in respect of the said intended Co-partnership, whereof the Executors, Administrators, or Assignes of the said Co-partner first Deceased, as is aforesaid, shall not have, had, and received, his and their part, shall and will make and deliver to the Executors, Administrators, or Assignes, of the first deceased Co-partner at his or their own proper costs and charges, such assignment, conveyance and assurance of such part thereof as to the Executors or Administrators of such Co-partner so first deceased in true meaning ought to belong, as by the Executors, Administrators, or Assignes of the said first deceased Partner, or the learned

A Covenant,
that all things
shall be bought
in both their
names, and that
all Bonds shall
be in both their
names.

learned Councill in the Law, of them, or any of them shall be reasonably devised or advised. And moreover, it is Covenanted, granted, and agreed by and between the said Parties to these presents, That all such malt, hops, coales, beere and other thing and things whatsoever which at any time or times hereafter shall be bought or sold, used or employed in or about the said Joynt trade or occupying, shall be had and done by the Joynt consent of the said Parties (if conveniently the same may be done) and not otherwise. And that all and every person and persons that shall hereafter become Debtor or Debtors, or indebted to and for the said principall stock, or for any part thereof, or for any Beer or other thing that shall arise, come, grow, or encrease thereby, or be sold out of, or for the same, or the proceed thereof, shall be made Debtors for the same to both the said parties to these presents, according to the true meaning of these presents. And that all Bonds, Bills, Assurances and sureties that shall be made or taken for any Beere, debts or duties, or any of them, or of, for or concerning the true or good service of any Clerk or Clerks, or other servant or servants which shall be put in trust to serve in the affaires of the said Brew-house or trade of Co-partnership shall be made and taken to both the said parties, and in both their names, and shall be delivered and safely kept to both their uses, and that neither of the said parties, their Executors, Administrators, or Assignes, without the consent of one of them to the other of them, or without the consent of the Executors, Administrators, or Assignes of him that shall happen first to die, shall make, seal, or deliver any acquittance or acquittances, release or releases, discharge or discharges whatsoever to any person or persons, their Executors or Administrators, which is or shall be Debtor or Debtors for the said whole stock or any part thereof, or for any other money thereunto to be added or put, or the encrease that thereupon or by means thereof shall arise, come, or grow of, for, or concerning any Bonds or assurances, as aforesaid, to be taken in the names of the said parties to the said partable use, or for any thing appertaining, or which

which shall appertain to the said Co-partnership, whereby to defeat or defraud the other Co-partner, his Executors or Administrators of his or their just part, or of any part thereof, or for any lesser or smaller summe or summes of money, then the person or persons so indebted shall truly owe, or stand charged to pay (reasonable compositions and abatements of and for debts due or to be due, owing or appertaining to the said parties in respect of their said Joynt trade, or for leaking or returnes of Beer musty, or naughty Beere, and such like, to be made without fraud or covin. And no further disadvantage or profit of the one Co-partner, his Executors or Administrators, then of the other, onely excepted) but shall do his or their best endeavours for the recovery and getting in of the same; and after the same so recovered, shall deliver the moyety thereof (all reasonable costs and charges deducted according to the true intent and meaning of these presents) to the Executors, Administrators or Assignes of the party deceased. And finally, for as much as the said parties to these presents, are minded and intended to be Brewers, and the knowledge of all matters concerning the said trade and mystery is best acquainted to Men of the said Trade, they do Covenant, conclude, and agree together for them, their Executors, and Administrators, by these presents, That if at any time or times hereafter any controversie or debate shall happen to arise or grow between them for, or touching the premises, or any part thereof, or any thing herein contained or specified, That then and so often as any controversie shall happen, the said Parties, their Executors, and Administrators, and every of them, shall shew the cause of their griefs (before any Suit in Law shall be commenced touching the same) unto foure honest discreet men whom they shall nominate, appoint and make choice of to hear and determine such variances, doubts and controversies as shall happen to fall betwixt them: and shall stand to, abide, performe, fulfill, and keep all and every such award, ordinance, order, final end and judgment, as in that behalf shall be set down by the said four men to be nominated, chosen and appointed by

A Covenant, that if it happen they disagree betweene themselves, then they shall refer the matter to four men and stand to their award.

and between them, to have the hearing and determination of such controversies: so as they do order, judge and give up their award thereupon in writing under their hands and seals within forty daies next after the same cause shall be to them shewed and committed. And that they the said Co-partners, their Executors and Administrators, shall not sue or complain elsewhere for or touching the premises, or any thing herein contained at any time or times hereafter, so long as such foure men so to be nominated by the said Co-partners, shall be ready and willing to order and judg between them.

In witnesse, &c.

*An Indenture of Co-partnership betweene
Pewterers.*

For the love he beareth to *FB* he hath put in a stock of 20 l. to be Partners for 31 years.

THIS *INDENTURE* made, &c. Betweene *AB* of *D.* &c. of the one party; and *FB* of, &c. of the other party, *Witnesse*th, That whereas the said *AB* for and in respect of the love, favour and good affection which he beareth unto the said *FB*, and for his better preferment and advantage in his trade and profession, hath before the ensealing and delivery hereof, disbursed and delivered unto the said *FB* the summe of, &c. to be used, laid out and employed by the said *FB* in the said art, trade or profession of a Pewterer, in buying of Pewter, and other things needfull to be used in or about the said art, trade or profession of a Pewterer, and in buying, casting, soldring, vending and selling of all such wares, goods and merchandizes (incident to the said art, trade or profession of a Pewterer) as by the said *AB* and *FB* shall be thought meet and convenient, in a shop or shed for that purpose to be made ready at the costs and charges of the said *FB* in or about the now Messuage, Tenement or Yard of the said *FB*, for
and

and being in D^y aforesaid, from the day of the date of these present Indentures, unto the full end and term of 31 years, from thence next ensuing, and fully to be compleat and ended, (if the said *FB* do and shall so long live.) In consideration whereof, the said *FB* for himself, his Executors, Administrators and Assignes, doth covenant, grant and agree to and with the said *AB* his Executors, Administrators and Assignes, and to and with every of them by these presents, in manner and forme following: That is to say, That he the said *FB* shall and will at all times hereafter, and from time to time, during the said terme of 31 years above mentioned, (if he the said *FB* shall so long live) diligently and carefully imploy himselfe, and do his best endeavour, to the uttermost of his power and skil, in and about the buying, vending, selling, casting, soldring and finishing of all such works, wares, goods and merchandizes as are incident, or belonging to the Art, Trade or Profession aforesaid. And in doing, executing and performing of every other thing which shall be necessary to be done and put in ure in and about, or concerning the said Art, Trade or Profession of a Pewterer, for the bringing in of gaines (and as much as in him lyeth, for the avoiding of losse.) And that all such gains, profit and increase as shall come, grow or arise, or be had, gotten or received by the said *FB*, his Servants or Assignes by means or reason of using and exercising the said Trade or Profession of a Pewterer, or by buying, vending, selling, casting and soldring of Pewter (new or old) or any other goods, wares or merchandizes belonging to the said Art, Trade or Profession aforesaid, shall be equally shared, parted and divided in halves between the said parties, their Executors and Assignes in such manner and forme as hereafter is mentioned; that is to say, The said *AB* his Executors or Assignes, shall have and receive the one moiety or half part thereof; and the said *FB* his, &c. shall have and receive the other moiety or half part thereof. Whereupon for the more sure and effectual proceedings in the said affairs and businesses above specified, to the most mutual benefit and advantage of the said parties to these pre-

A Covenant, that *FB* shall carefully imploy himself in the trade of a Pewterer.

And that the gaines shall be divided equally.

And that the said parties shall have and receive the one moiety or half part thereof.

A Covenant, that neither of them shall take out any summe of money, but they shall have the others consent, and enter it into a Book.

And that all charges shall be equally paid between them.

And that all losses shall be equally borne,

sents, their several Executors, Administrators and Assignes, Either of the same parties for himselfe, and for his several Executors and Administrators respectively, doth Covenant, promise and grant, to and with the other of them, his, &c. by these presents, in manner and form following, that is to say, That they, nor neither of them, shall not at any time or times during the said term of years above specified, withdraw or take any summe or summes of money, or other goods or merchandizes whatsoever, out of or from the said stock of, &c. above mentioned, or out of or from any sum or summes of money, which shall be thereunto hereafter added or put without the consent and agreement of the other of them, his Executors or Assignes first had and obtained in that behalf. And that such of them as by such consent, as is aforesaid, shall at any time or times take any thing out of or from the said stock of, &c. or other summe or summes of money thereunto to be added or put, or the proceeds thereof, shall immediately enter into a Book for that purpose to be kept, the summe or quantity by him or them so taken out; and the day and year when they took the same, to the end that the other of the said parties, his Executors or Assignes, may take notice thereof. And also that all such summe and summes of money, as shall be from time to time hereafter, during the terme of 31 years above mentioned, be laid out or disbursed by the said *A B* and *F B* or either of them, or by either of their Executors or Assignes, in, about or concerning the buying and providing of coals or any other firing to be spent (only in or about the trade or profession aforesaid,) And that all such charges and expenses as shall be expended or laid forth in and about the keeping and maintaining of any servant or servants, horse or horses, to be employed only about the Art, Trade or Profession aforesaid, for the equal benefit and advantage of the said parties to these presents, their several Executors or Assignes, shall be equally laid out and disbursed by and between the said *A B* and *F B*, their Executors or Assignes, part and portion like. And that all losses and damages which shall happen to come or grow either by evil or bad debtors,

or by any other casualty howsoever, (To as it be not by or through the wilful negligence or deceit of either of the said parties, or of either of their Executors, Administrators or Assignes,) And all taxations, impositions, and other duties to be charged or imposed upon the said parties, or either of them, or either of their Executors or Assignes, by reason or meanes of this their joynt trade and dealing, shall be equally and indifferently born, paid and discharged by and between the said *A B* and *F B*, their Executors or Assignes, out of their severall parts of the gaires and profits hereafter from time to time to be gotten by meanes of using the Art, Trade or Profession aforesaid (part and portion-like.) And likewise the said *A B* and *F B*, and either of them, for himself, his severall Executors, Administrators and Assignes respectively, doth covenant, promise, grant and agree to and with the other of them, his Executors, Administrators and Assignes by these presents, in form following: that is to say, That they and either of them shall and will (so near as they may or can) from time to time during the term of years above specified, keep or cause to be kept true, just, and perfect Books of Account and reckonings in writing, to the uttermost of their severall knowledges, of all the payments, receipts, and debts to and from them due, or owing, gains, losses and all other things touching or concerning their joint Trade and Dealings, which Books shall be extant from time to time, and at all convenient times, for the said parties, or their Assigns, to peruse and examine at their will and either or any of their free wills and pleasures. And that once in every quarter of a year at the least, during the said term above mentioned; that is to say, at the Feasts of *Ascension*, *Trinity*, *Michaelmas*, or *Christmas*, (or oftner, if need shall be upon request to be made by the one of the said parties to the other of them in that behalf.) They the said parties shall joyne in reckoning together, and make and deliver up either of them to the other of them, to the best of their severall knowledges, true, plaine, and perfect Account or Accounts in writings, of, for and concerning the said summe or stock of *£* *1000*, and all such other summe or summes of money as shall be thereunto hereafter added, or

so that it be
not by negli-
gence of either
of them.

A Covenant, that they shall keep true Books of Accompts, and reckon once a quarter; and that all gains shall be equally shared between them.

[illegible]

put, and of all other things in joynt Trade and Dealings between them: and of all gains, losses and debts to them due or owing, and by and from them to be due and owing; and of all receipts, payments, doings or dealings in or concerning their said joint trade and dealings, without any voluntary concealment, withdrawing or unjust detaining of any of the said principal stock, or of any other summe or summes of money thereunto to be put, or of any gains, profit or commodity which should, or in any wise ought to come, to the equal uses of the said parties, by the true meaning of these presents: And that upon every such accompt and accompts so from time to time in form aforesaid to be made and passed, all cleare gaines, profit and increase which shall be found upon the foot of any such Accompt or Accompts, shall be immediately shared, parted and divided into halvs between the said parties, their Executors, Administrators and Assignes; that is to say, The said *A B* his Executors or Assignes, shall have and receive the one moyety or half part thereof; and the said *F B* his Executors or Assignes, shall have and receive the other moyety or half part thereof. *And it is further accorded and agreed by and between the said *A B* and *F B*, and either of them severally and respectively covenaneth, granteth and agreeth for himself, his severall Executors and Administrators, to and with the other of them, his Executors Administrators, and Assignes, That if it shall fortune either of the said parties to dye or decease during the term of years above specified, before any separation or division shall be made between them of their said joint dealing, (the other of them surviving) that in such case no advantage by the Survivor of the said parties, his Executors or Administrators in right or in respect of his Survivorship, shall hold or take place, or be by him or them taken, challenged or demanded. But that such part and portion of, in and to the said principal stock, and the gaines and increase thereof, which is or shall be due or belonging to such party of the said parties so deceasing at the time of his death, shall come and be paid to the Executors, Administrators or Assignes of the said deceased party, in such like, and so large, ample and Beneficial

manner

* A Covenant, that if either of them dye, (because no advantage shall be taken by the Survivor) then the gains and other things in joynt trading shall be to the Executors or Administrators of the parties deceased, as well as if he had been living.

manner and form, as the same should or ought to have growne due or been paid or satisfied unto the said deceased party himselfe, if he had been living at the time of the surceasing or determination of these presents. And the said *F B* for himselfe, &c. doth covenant, &c. to and with the said *A B* his, &c. by these presents, in manner and forme following; that is to say, That he the said *F B* shall and will at all times hereafter, and from time to time, during the said term of years above specified, deal uprightly, faithfully and truly with the said *A B* his Executors and Assignes, in all respects touching and concerning the using and exercising of the Art, Trade or Profession aforesaid. And further, that he the said *F B* shall not at any time or times hereafter during the term of yeares before specified, take up of credit or for time, any Goods, Wares, or Merchandizes to be used or employed in or about the said Art, Trade or Profession of a Pewterer, without the consent and agreement of the said *A B* his Executors, Administrators and Assignes first had and obtained in that behalf. Neither that he the said *F B* or his Assignes, shall at any time or times hereafter during the term of years aforesaid, lend or credit out to any person or persons whatsoever, any Wares, Goods or Merchandizes which shall be incident to the said Art, Trade or Profession of a Pewterer, and which shall be belonging to their said joynt dealings, without the like consent and agreement of the said *A B* his Executors or Assignes first had and obtained in that behalf. And furthermore that he the said *F B* his Executors, Administrators or Assignes, shall and will at the end and expiration of the said terme of 31 years, or other sooner determination of these presents, not only make or cause to be made unto the said *A B* his Executors, Administrators or Assignes, a true, just, perfect and general Accompt and Reckoning in writing of his whole dealings, buying and selling whist he shall have the use of the said summe or stock of, &c. or of any other summe of money therunto by the said *A B* to be added or put: and also, of all gains, profit and increase that shall come and arise by reason of using and exercising his said Art,

A Covenant,
that **F B** shall
deal truly, and
shall not take
any wares upon
trust, nor shall
not trust out a-
ny thing with-
out consent.

And that **AB** shall at the end or expiration hereof, not only make a general account, but also unto **AB** all such money as shall be found due upon the foot of the account.

Trade or Profession, (and not before accounted for and satisfied) but also upon the same account making, shall and will well and truly deliver or cause to be delivered unto the said *A B*, his Executors, Administrators or Assignes, all such moulds and other tools as shall be then belonging to their said joint Trade and dealings. And shall and will then also truly pay or cause to be paid unto the said *A B* his, &c. the said summe or stock of, &c. and all such other summes of money as shall be thereunto hereafter added or put by the said *A B* his, &c. and the moiety or one half part of all the gains, profits and increase that shall be do, risen and growne by reason of using the said Art, Trade or Profession of a Pewterer; and which shall not before that time have been accounted for and satisfied, as aforesaid. And moreover, that he the said *F B* shall and will at all times hereafter, and from time to time during the said term of, &c. above specified, at and upon the reasonable request of the said *A B* after the best manner that he can or may, to the uttermost of his knowledge or skill, teach and instruct the said *A B* perfectly to do and execute every thing which in any wise belongeth to his said Art, Trade or Profession of a Pewterer. Provided always, and it is covenanted, granted, and mutually agreed upon by and between the said parties to these presents; and the said *F B* for himselfe, his, &c. doth covenant, grant and agree so and with the said *A B* his, &c. by these presents That if it shall happen at any time hereafter during the said term of *years* above specified, that the said *A B* his, &c. shall grow in dislike, or shall be minded to give over and discontinue his joint trading and dealings with the said *F B*. And that the said *A B* his, &c. do or shall give one halfe yeares warning of such his intent and purpose unto the said *F B* his, &c. in the presence of two or three witnesses at the least. That then and from thenceforth all the Covenants, Grants and Agreements herein contained on the part and behalf of the said *A B* his, &c. to be performed and kept, shall cease, determine and be utterly void and of none effect, to all intents, contractions and purposes in the Law whatsoever. And that then also be

* If either be minded to leave his trading, then upon halfe a years warning to give over and make a perfect general Account, and to pay all such money as shall be due.

the said F. B. his, &c. shall and will at the end of the said six months so limited, to be given for warning as aforesaid, make and give up unto the said A. B. his, &c. such a true, just, perfect and general Account as is above mentioned: and also upon the same Account making, shall and will well and truly deliver, or cause to be delivered unto the said A. B. his, &c. all such moulds and other tools as shall be then belonging to their said joint Trade and dealings: and shall and will then also truly pay or cause to be paid unto the said A. B. his, &c. the said summe or stock of, &c. and all such other summes of money as shall be thereunto hereafter added or put by the said A. B. his, &c. and the moiety or one halfe of all the gains, profit and increase that shall be so arisen and growne by reason of using the said Art, Trade or Profession of a Pewterer, and which shall not before that time have been accounted for and satisfied as aforesaid:

and the said
witness of both
parties

An Indenture of Co-partnership between Drapers.

THIS INDENTURE made, &c. between R. B. of &c. of the one part, and A. G. of &c. of the other part Witnesses, That whereas on the day of the making of these presents, it is accorded, covenanted and condescended by and between the said parties, and either of them by himself covenanteth to the other, That they and either of them shall and will jointly as Partners, occupy together (by the grace of God) from the 21 day of &c. for and during the whole time and term of ten years from thence next and immediately ensuing, as well in buying as in selling all manner of Goods, Wares and Merchandizes, concerning the Trade of a linnen Draper, during which time of their said

That all gains
shall be equally
divided.

If any loss hap-
pen to be equal-
ly born.

That one may
not give a re-
lease.

Co-partnership either of the said parties shall be just, faith-
ful and true to the other in buying and selling, and other-
wise, as aforesaid. And that neither party shall buy any goods,
wares, or Merchandizes, at any time or times, during the said
terme, without consent of the other, that shall amount to
above the summe of &c. And all such lucre, profit, increase
gaine, advantage, and winning as shall come and grow in
buying and selling any goods, wares or merchandizes, as a-
foresaid, during their said Co-partnership, shall be equally
parted and divided between the said parties; so that either
of them shall have his just and true portion of the gaine
aforesaid, according to the true intent and meaning of these
presents, and at all times within the said term of ten years from
the said 21 day of, &c. when it shall please either of the
said parties to give admonition or warning to other, then
either of them to make other a just and true reckoning and
account of the buying and selling of all manner of Wares,
Goods, Merchandizes, and otherwise, as is aforesaid, and of
the increase and advantage that shall come and grow of
the same at the foot of all and every such Account and Ac-
counts, to charge their several private Books for that pur-
pose so to be kept, and to set each hand to others Book. And
also, it is covenanted and agreed between the said parties, that
if the said parties at any time or times within the said terme
of ten years happen to lose by debts, casualties, or otherwise,
in their joynt trading, any part or parcel of the buying and
selling of any Goods, Wares and Merchandizes, or other-
wise, debts and credits in manner and form as is aforesaid;
so that it be not by negligence, colour, or feigned
pretence, and that proved, both the said parties shall equal-
ly bear losse between them. And it is also agreed, that
neither party at any time or times during the said terme
shall lend or trust out any money, Wares, Goods or Merchan-
dizes, to the value of 40^s, without the consent of the other.
And it is also agreed between the said parties, That neither
of them shall, during the said term, at any time or times give
any release or discharge of any debt, duty or sum of money,
or of any part of any debt, duty or summe of money to them
owing

owing, without the consent and agreement of the other first had and obtained, unlesse it be by receiving the said debt or debts, and every such part thereof, to the use of them both. And also at the end of the said terme, or before, if the said parties shall discontinue their joynt trading, they shall make a just and true accompt and reckoning one with the other, of, for, and concerning all matters, and neither party shall give discharge to any Debtor or Debtors of any debt or debts that shall be allotted to the share and portion of other, without the consent and agreement of the other first had and obtained in writing under hand and seale. And also that during their said Co-partnership, neither of the said parties shall at any time or times enter in Bill, Bond, passe his word, nor become Bayle or Surety for any person or persons whatsoever for above the summe of 40 s. without the like consent of the other first had and obtained. And further, it is agreed by the said parties, That they, and either of them, shall well, truly and diligently, during the said terme, bestow and imploy their diligent, best and true studies and endeavours for their best profit, lucre and advantage in their said Trade and Traffick. And the said *AG* for him, his, &c. covenanteth and granteth to and with the said *RB* his &c. by these presents, That he the said *AG* shall and will yearly every year during the continuance of this Co-partnership truly pay or cause to be paid unto the said *RB* or his Assignes the summe of, &c. a yeare, for and towards the maintenance of an Apprentice by him the said *RB* to be kept. And it is accorded and condescended between the said parties to these presents, That if any other Apprentice or Apprentices to be taken during the continuance of this Co-partnership, and living together, shall be taken and bound to one of them, yet nevertheless joyntly and severally to both their uses, and the money given with such Apprentice or Apprentices to be taken and converted to their joint use and behoof. And for the managing of which affaires and businesse the said parties are to make a joynt stock of 200 l. viz. The said *AG* 100 l ready money, and the said *RB* as much cloth as shall amount

To make a true
accompt.

Not to be sure-
ty for any.

If any Appren-
tice be taken, to
be to both their
uses.

A joynt stock.

amount unto the summe of 100 l. at the prizes as they shall then cost. And it is agreed between the said Parties to these presents, That if either party shall make a greater stock or portion to begin withall, the other lacking, shall during such time of lack or want, or untill a competent stock be made for the joynt trading, as aforesaid, allow to the other after the rate of 8 l. for the 100 l. *per annum*, for so much as shall be over the parties lacking. And for the more better accomplishing the work and businesse aforesaid, the said R B hath taken a House and Shop in or upon Cornhill within the said City of London, now in his occupation. And the said R B for him, his, &c. doth Covenant and grant to and with the said A G his, &c. by these presents, That he the said A G paying and allowing to the said R B the summe of 40 l. yearly to be raised out of the joynt stock and gains of them both in their said trading during the said terme of ten years by even portions, at four Feasts or termes of the year, *viz.* at the Feasts of, &c. shall and may peaceably and quietly have, hold, and enjoy the joynt possession and use of the said Shop with the appurtenances onely for their joynt occupation and trading. And the said R B his, &c. to pay the yearly rent going out and payable for the same from time to time during the said term of ten years; and to pay and discharge all Subsidies, Fifteens, Church-dues, Scavengers, wages, and other taxations and impositions due and payable for the same during this Co-partnership. And it is further covenanted and agreed by and between the said parties to these presents, That if it shall fortune the said A G to grow in dislike, or shall be minded to give over his joynt trading with the said R B. That then he the said A shall and will give the said R six months warning of such his determination in writing, and at the end of the said six months shall and will make a just and true accompt and reckoning to and with the said R. B. of and for all such wares, merchandizes, ready money, credits and debts that shall be then unreckoned for: and that the said R B shall have the wares then remaining in their hands at such rate as they cost, and the present money and good debts then owing

For dislike.

owing unto them, he putting in good security to the said *A G* to pay him so much money as his stock and portion shall amount unto, the one half at six moneths, and the other half at six months then after; the said *R B* also, paying to the said *A G* his, &c. so much lawfull English money at the said twelve months end at 10 l. per centum by the year as his whole stock and portion shall amount unto for nine months; and also it is agreed that at the time of such parting the desperate debts to them joyntly owing shall be divided, as aforesaid. And further, the said *A G* according to the custome of the City of London at such time of division, shall turne over such Apprentice and Apprentices as shall then dwell with them for and during the remainder of the years that shall be then to serve and unexpired unto the use and behoof of the said *R B*. But if the said *R B* shall refuse to accept of the same Apprentices, or either, or any of them. Then it is agreed that the said *R B* shall at his own charge see him or them so refused, placed elsewhere: and that then also the said *A G* shall peaceably and quietly leave, surrender and yeeld up the possession of the said Shop with the appurtenances, to the said *R B* his, &c. in such plight, as at these presents had never been had nor made: and that then also the said yearly payment of 40 l. to cease and determine, any thing abovesaid to the contrary thereof notwithstanding. And it is further agreed between the said parties, and the said *A G* doth covenant and grant to and with the said *R B*, That, be the said *A G*, during the space of one whole year next after such parting or division had or made, shall not trade for nor sell, nor cause to be sold within the said City of L. any commodity that shall belong to the same Trade of a Linnen Draper. And lastly, if it shall fortune the said *R B* to die or depart out of this mortall life before the end or expiration of the said terme of ten yeares, That then the said *A G* his &c. within one month next after lawfull request to him or them to be made by his Executors, Administrators, or Assignes of the said *R B* shall not onely make and declare to the same Executors, Administrators or Assignes, a true and just accompt in writing

To turne over
their Apprenti-
ces to the other.

That Survivor-
ship shall take
no place.

writing of all the said Estate of this occupying and Co-partnership, whereby the names and surnames of all and every Debtors and Creditors, and the quantity of Goods, Wares, Money or Merchandizes, then being or belonging to his joint occupying, shall and may plainly appeare, but also make a perfect delivery and assignment to the said Executors or Administrators of the said *R B* of so much of the Goods, Wares, Money and Debts, as upon the said Account shall appear to be remaining to the said Co-partnership, over and besides such debts as shall be then owing by the said Co-partners, by reason of their trading jointly, in as large and ample manner as if the Co-partnership had been ended, and the said *R B* remaining alive: and that the Assignment of such debts as shall be allotted to the said Executors or Administrators of the said *R B* shall be made and assured to the same Executors or Administrators of the said *R B* in such manner, and by such reasonable act and assurance or conveyance as by the learned Council in the Law of the same Executors shall be devised or advised. And likewise it is covenanted, &c. *(the same that is from G to B)* and that then also he the said *R B* shall peaceably and quietly suffer the said *A G* to enjoy the said Shop with the appurtenances during the remainder of the said terme of ten years then to come and unexpired for the yearly rent of 40*l.* to be paid at the usual Feasts aforesaid, the said *R B* giving the said *A G* good security to enjoy the same against all persons; and the said *A G* is then to give good security to the said *R B* well and sufficiently to repair the said Shop; and in the end of the said term of ten years the said *A G* shall peaceably and quietly leave, surrender and yeild up the possession of the said Shop with the appurtenances to the said *R B* his &c. well and sufficiently repaired. And further it is agreed, &c. *(the same that is from G to B not to use the Trade of a Draper :)* and it is condescended and agreed by and between the said parties in manner and form following, *viz.* that he the said *A G* shall on the said 22 day of, &c. well and truly pay or cause to be paid to the said *R B*, the said summe of 100*l.* and for the same shall have, accept and enjoy

enjoy in joynt trading so much of the Wares and Merchandizes as then shall be in the same Shop at such rates and prizes as the said *R B* then shall have paid or undertaken for the same; and the surplusage of the said wares and stock in the said Shop then being, the said *A G* shall accept in joynt trading in as good sort and full plight as if the same were then in present money put in stock by the said *R B*. And the said *A G* to allow unto the said *R B* for the said surplusage in Joynt trading after the rate of 8 l. in the 100 according to the true intent and meaning before expressed and declared. And lastly, it is agreed between the said parties, that if they shall fortune to give over or part trading before the end of the said term of ten years, then the party continuing trading shall give to the party that shall so give over, good security to discharge and pay all the debts then joyntly owing by them to any person or persons for and in respect of their joynt trading, as aforesaid.

In witness &c.

An Indenture of Co-partnership between two of the
Art or Profession of Cottening of Fustians,
&c. permi'd by William Noy, of
Lincolns-Inne Esquire.

THis INDENTURE made, &c. between *N S* of the one part; and *CH* of the other part. Witnesseth, That the said parties of and for the mutual good will, favour and affection which either of them hath and beareth unto and towards the other of them, and for the better increase of their stocks and substance (if it shall so please God) have concluded, condescended and agreed to make between themselves a Fellowship or Company, and to become and continue Co-partners together in the Art, Trade or Profession of Callendring and Cottening of Fustians,

B b b

Cloth

*Delivery of tools and implements belonging to the Art, by the one to the other.

* Covenant to be equal sharers of the profits arising by the labor of either of them, or by their or either of their servants, &c.

To pay equal shares in the charges, rents, &c.

Cloth, Stuffle, Linnen, and other Wares and Commodities in the now Work-houſe of the ſaid *N S* ſituate and being in, &c. from the Feaſt day of, &c. laſt paſt before the date hereof, for and during the terme and time of, &c. from thence next enſuing; and fully to be ended (if the ſaid *N S* do and ſhall ſo long live.) And to that end and purpoſe the ſaid *C H* hath before the enſealing of theſe preſents, diſburſed and delivered into the hands of the ſaid *N S* the ſumme of, &c. for and towards the buying and providing of all ſuch tools, neceſſaries and implements as are incident, belonging or needful to be uſed in the ſaid Art, &c. aforeſaid; the receipt whereof the ſaid *N S* doth acknowledge and confeſſe by theſe preſents. And it is mutually covenanted, granted, condeſcended and agreed upon by and between the ſaid parties to theſe preſents; and either of them for himſelfe, his &c. reſpectively, doth covenant, promiſe and grant, to and with the other of them, his, &c. by theſe preſents, That they and either of them, their ſeveral, &c. ſhall be alike intereſſed, and have, retaine and aſſume to their own ſeveral uſes, equal ſhares, parts and portions of all ſuch clear gains, profit and increaſe as ſhall grow and ariſe by reaſon or meanes of the labour and pains to be taken by the ſaid parties, or either of them, in the Art, &c. aforeſaid, or by any Servant or Servants, Apprentice or Apprentices, as ſhall be had and kept by the ſaid parties, partners, or either of them, and be employed in the ſaid Art &c. of a Callender and Cottener of Fuſſians, Cloth, Stuff, or any other Wares or Commodities as is aforeſaid, during the continuance of this Co-partnership. And that all ſuch charges and expences as ſhall from time to time hereafter, during the continuance of this Co-partnership be expended and laid forth in and about the amending, repairing and buying new of any tooles, implements or neceſſaries incident or belonging to the Art, &c. aforeſaid; or for or in reſpect of the buying, keeping and maintaining of any work-horſe or work-horſes, and for the portage of any kind of Wares, and for ſuch rent as ſhall grow payable or due to be paid for or in reſpect of the Work-houſe above mentioned, ſhall

be

be equally born, paid and discharged between the said parties, partners, their Executors or Assignes, part and portion like; that is to say, The said *N S* his, &c. shall pay and discharge the one moiety or half part thereof; and the said *C H* his, &c. shall pay and discharge the other moiety or halfe part thereof. And the said *N S* for himself, his, &c. doth covenant, &c. That he the said *N S*, and all Servant or Servants, Apprentice or Apprentices as he the said *N* at any time during the continuance of this Co-partnership, shall have and keep, shall and will at all times hereafter, and from time to time, during the continuance of this Co-partnership, wholly apply and imploy him and themselves, and do his and their best endeavour and endeavours respectively, to advance the benefit of this Co-partnership. And also, that he the said *N S* shall and will at all times hereafter, and from time to time during the terme of years above mentioned (if the said *N* shall so long live) keepe and maintain at his own proper costs and charges, such and so many Servant or Servants, Apprentice or Apprentices, as shall be sufficiently able (with his owne help) Work-man-like to discharge, performe, and do all such work as shall from time to time, during the continuance of this Co-partnership, come or be brought to the said Work-house, or to any other Work-house or place where the said *N* shall keep to be dressed, Callendred, Cottened, and finished. And further, the said *N S* doth, &c. That he the said *N* his Executors, Servants and Assignes, or some of them, shall and will at all times hereafter, and from time to time, during the continuance of this Co-partnership, keep or cause to be kept one faire Book of Accompts of all his and their dealings and proceedings in this present Co-partnership, in which Book shall be truly written, entred and set down all such summe and summes of money as shall be from time to time taken for any work, by them or any of them to be done during the continuance of this Co-partnership. And that it shall be lawful to and for the said *C H* his, &c. from time to time, at all times convenient, during the continuance of this Co-partnership, at his and their free

Covenant by one for himself and his Servants to use his best endeavour for the advance of the benefit of this co-partnership.

And to keep so many Servants during the co-partnership, necessary and able for the work.

And to keep a Book of Accompts of all their dealings, and for entry of all summes received

Covenant: for the one to enter upon the Work-house of the other, and to copy out the said Books of Accompts.

To give an accompt quarterly upon request

All the profit that shall be made, to be equally shared.

Neither Master nor Servant to give credit without consent of the other not for above the summe of, &c.

Covenant to give a generall accompt at the expiration of the Co-partnership of all the gain and profit that shall be made.

wills and pleasures, without any let or interruption of the said *N S* or of any other, to enter and come into and upon the said work-house, or any other which the said *N* shall in that time have and keep, there to view, peruse, examine and copy out the said Booke or Bookes of accompt. And likewise that he the said *N S*, his, &c. shall and will at all times hereafter, and from time to time, during the continuance of this Co-partnership, once in every quarter of a year quarterly, upon reasonable request to him or them by the said *CH* his, &c. in that behalf to be made, make, yeild and give up unto him the said *C* his, &c. a true, just, plaine and perfect accompt and reckoning in writing of all his and their dealings and proceedings in the said art, &c. aforesaid, without concealing any part thereof: and that upon every such accompt and accompts so from time to time in forme aforesaid to be made and passed: All the clear gaires, winnings, profits and increase that God shall send, and which shall be found upon the foot of any such accompt or accompts, shall be equally shared, parted and divided in halves between the said Parties, Partners, their, &c. That is to say, The said *N S* his, &c. shall have and receive the one &c. *ut supra*. And further, that he the said *N S* nor any of his Servants or Assignes, shall not at any time or times hereafter, during the continuance of this Co-partnership, give credit or trust to any person or persons whatsoever; whereby, or by means whereof, any one person shall be indebted for any thing touching or concerning this Co-partnership, above the summe of, &c. without the speciall licence and consent of the said *CH* his, &c. first had and obtained in that behalf. And moreover, the said *N S* for himself, his, &c. That he the said *N S* his, &c. shall and will at the end, expiration, or any other sooner determination of this present Co-partnership, not onely make or cause to be made unto the said *CH* his, &c. a true, just, perfect and generall accompt of all his and their whole dealings and proceedings in this present Co-partnership, whilst he shall have the use and occupation of the said summe of 30*l*. and also all the clear gaires, profit and increase that shall in any

wife

wife come, grow or arise by reason or means of the using and exercising his said Art &c. as aforesaid; and which shall not be before the time accounted for. But also upon the same account making well and truly pay, or cause, &c. unto the said C H his &c. as well the said summe of 30 l. so in forme aforesaid by him before hand received of the said C H; as also the moyety or half part of all the gaires, profit and increase that shall so arise or grow by reason or means of the using or exercising his said trade, as aforesaid, which shall be found due upon the foot of the said general account, so to be made and passed as aforesaid. * And the said C H for himselfe, &c. That he the said C H his, &c. or some of them, in consideration of the performance of the Covenants above expressed on the part and behalfe of the said N S to be performed and kept in forme above expressed, shall and will well and truly content and pay or cause, &c. unto the said N S his &c. yearly and every year during the continuance of this Co-partnership, the sum of &c. per annum, at the four most usual Feasts or Terms in the year, viz. at the Feasts of &c. or within 24 dayes next ensuing every of the said Feast dayes, by even and equal portions.

* C H his &c. Covenants, that upon performance of the Covenants aforesaid, to pay to N S the sum of &c. quarterly, during the said Co-partnership.

In witness, &c.

An Indenture of Co-partnership betweene

two Brewers; penn'd by W^m

liam Noy Esquire.

THIS INDENTURE made, &c. Betweene, &c. witnesseth, That the said IV and WH for the great love, zeal, and affection that the one of them beareth to the other, and to the intent that the said parties may (by Gods grace) the better increase their stocks the said IV and WH mind and intend to make betweene themselves a Fellowship and Company, and joyntly to use and occupy together the mystery;

Mystery or Trade of a Brewer within the Messuage, Tenement or Brew-house, and such other roomes as are now used and imployed therewith, now in the occupation of the said *JV*, situate and being in, &c. And to that end and purpose the said parties and parting Fellowes have laid in a joynt stock of 400 l. viz. the said *JV* for his part hath put in 200 l. and the said *WH* hath put in for his part other 200 l. thereof, to the intent that the said whole stock shall be used, occupied and imployed by both the said parties, their Servants and Assignes, in the Mystery or Trade aforesaid, in the buying of Corn, Graine, Malt, Hops, Horles, Cattel, and all other such Goods and things whatsoever incident or appertaining to the Mystery or Trade of a Beer-Brewer, or brewing of Beer, to the joynt uses, benefit and profit of the said parties in the best manner that they or either of them, their Servants or Assignes can or may, from the Feast of, &c. last past before the date hereof, unto the end and term of, &c. from thence next ensuing, &c. (if both the said parties shall so long live.) And whereupon, it is covenanted, granted, concluded, and fully agreed between the said parties, and either of the same parties for himself, his, &c. covenanteth and granteth to and with the other of them, his, &c. in manner and form following; that is to say, That the said whole stock of 400 l. and all other summe and summes of money that the said parties within the terme aforesaid, shall put into the said Joynt stock, shall be by the said parties faithfully occupied and imployed with the said whole stock in the mystery or trade aforesaid, and not otherwise. * And further, that the said parties and either of them, their Factors and Assigns, shall and will to the best of their power, knowledge, and skill, from time to time, during the term aforesaid, apply themselves to use and occupy the whole stock and all other summe and summes of money thereunto hereafter to be put in the mystery or trade aforesaid, and to and for the most

Covenant that the stock that shall be put in by the Co-partners shall bee faithfully employed in the mystery aforesaid.

* That the said parties and their Factors, shall use their best knowledge and skill from time to time, during the term aforesaid, for the best benefit the said terme, of the said parties.

of their Co-partnership. That all Debts that shall be made within and the gains and profits thereof shall be to the joynt and equal uses

benefit

benefit, profit, and commodity, that they or either of them can or may, to the intent and equal uses of the said Co-partners, according to the true meaning of these presents. And that all such debts and duties as shall within the said terme grow to be made by meanes of using or exercising the said mystery of Brewing, and the gains and profits thereof coming and arising, or of any other commodities or things whatsoever bought or to be bought with the said whole stock or any part thereof, or any other sum or sums of money thereto to be put, as is aforesaid, during the said terme, shall bee to the joynt and equal uses of the said parties, their, &c. * And that all and every person and persons that shall owe and be indebted in the same, or any part thereof, for any cause or substance concerning the same Co-partnership, shall be made Debtors to both the said parties for the same and every part thereof. * And that all Sureties, Bills, Bonds, Specialties, and Writings, that shall be made or taken for the said debts and duties, or any of them, for, touching or concerning any matter, cause, or thing whatsoever incident or appertaining to the said Joynt Trade or occupying shall be made and taken jointly to the said parties, and shall be delivered to both their uses. And that neither of the said parties shall make, seal or deliver any acquittances, discharge or discharges to any person or persons, being Debtor or Debtors, or which shall be Debtor or Debtors for any part or parcel of the said whole stock or any other money thereunto to be put, or the increase that thereupon, or by meanes thereof shall arise, come, or grow, whereby to defraud the other party of the same, or of any part thereof. * And further, it is covenanted &c. that is to say, That all manner of malt, hops, goods, wares and merchandizes whatsoever, bought, or which at any time hereafter, during the terme aforesaid, shall be bought with the said Joynt Stock or any part thereof, or any other money thereunto hereafter to be put. And all money that shall be taken up by the said parties during this present Co-partnership, for the supply or furnishing of the said Joynt Stock or Partnership for their supply of the stock, shall be to the joynt uses of the said parties.

* And that all Debts that shall be made for any cause concerning the said co-partnership, shall be taken jointly to the said parties, and delivered to both their uses.

And that neither of the said parties shall give any Acquittance to any Debtor or Debtors whereby to defraud the other.

* Covenanted, that all manner of Merchandize that shall be bought during the said terme with the said joynt stock, and all other monyes taken up for the said

Trade,

* Covenant, that all profit and loss in any manner of wife, during the said term, shall be equally born between the said parties, part and portion alike,

* And that the said parties during the said term, shall keep a true Book of Accompts and Reckonings touching their dealings, and in the said Book shall be truly entered downe from time to time what shall be bought, by and for the said joynt stock, with the true prices at large, and the parties names, bought of and sold to.

† And that either of them, their Servants and Executors shall have free access to the Book, to view, cast over or copy out without let of the other.

Trade, shall be used, occupied, and employed in the said mystery, to the joynt uses and commodities of both the said parties, their, &c. and not otherwise. And that all such hops, goods, wares and merchandizes so bought, or to be bought, shall be laid and howsed from time to time in such places which the said *V* now useth and occupieth for such purposes within the roomes appertaining to the said Brew-house. * And moreover, it is covenanted, &c. That all such casualties of Debts and Debtors, and all other dangers, losses, misfortunes, and perils whatsoever that shall happen, come, or fall to the said whole stock, or any thereunto to be put, or any part thereof, or the increase or gain thereof coming, arising or growing, or any goods, wares or merchandizes therewith, or with any part thereof to be bought, meat, drink and wages of Servants, and all other reasonable costs, charges, and expence disbursed or laid out, or to be disbursed or laid out, for any manner of cause, lawful or reasonable, concerning the said Joynt occupying or Co-partnership, shall be borne, paid, and sustained by and between the said parties, part and portion alike, during the said term. * And also, that the said parties shall and will, during the said term, keep or cause to be kept, just and true Books of the Accompts and Reckonings for and touching the dealings and proceedings of this Co-partnership; in which said Books shall be truly written and set downe from time to time all such Goods, Wares, and Merchandizes as shall be either bought or sold, belonging to their said Joynt Trade or Co-partnership, after the buying, selling or delivery thereof, with the dayes and times of the buying and selling thereof, with the true prizes what the same cost, and for what they shall be sold, and the persons names of whom or to whom the same shall be bought, sold, delivered, and received; together also, with all such Debts and summes of money, payments, and receipts from time to time as shall concerne this present Co-partnership. † And that either of the said parties shall permit and suffer the other of them

his Executors, Servants, and Assignes, not only to be resident in and about the said Brew house, and all other Roomes as to the same doth or shall appertaine, to deale in all matters touching or concerning Co-partnership; but also to have free access to the same Books, and every of them, to view, peruse, cast over and copy out the same, or any part thereof, at their, or any of their liberties and pleasures, without let or denial in that behalf. * And also that the said parties, their, &c. shall from time to time upon reasonable request by him or them to be made by the one of them to the other of them, his, &c. make privy the one of them to the other of them, of his and their dealings in this Co-partnership, without concealing any part of their dealings. * And also, that the said parties shall and will every week weekly during the said terme, upon request by either of the said parties to the other of them to be made, make, yeild, and give one of them to the other of them a good, true, just, plaine and perfect Accompt and reckoning of the said whole Stock of 400 l. and of all other summe and summes of money thereunto, to be, as is aforesaid, thereunto added or put, and of all the gaines, profits and increase, that thereof shall come, arise, or grow, or shall be arisen or grown by means of the using and imploying of the said whole Stock and other money thereunto to be put, or any part thereof, or of the increase thereof come or grown. † And that upon every such accompt and accompts, so from time to time in forme aforesaid to be made and passed, all the gaines, winnings, profits and increase that God shall send, and which shall be found at the foot of any such accompt, the aforesaid charges, costs and expences being first deducted, rebated and allowed, shall be parted and divided between the said parties part and part alike: that is to say, The said *I V* his, &c. shall have the one moyety or half part thereof, and the said *W H* his, &c. shall have the other moyety or half part thereof: and that the said gaines and increase being parted and divided, shall be by them taken out of the stock, and imployed and used as to them shall seem meet. * And also, that neither of the said Co-partners, shall during this Co-partnership

Ccc

nership

* Not to conceal any dealings one from the other during the Co-partnership.

* That the said parties shall every week, upon the request of either of them to the other, make a just and perfect Accompt of the said Stock and other moneys thereunto added & put, with the gains and profits.

† And upon every such accompt, charges and expences being deducted & allowed, the profit shall be equally divided betwene them; and the gains so divided shall be taken out of the stock, and used as to them shall seem meet.

* Also no person or Serv

to be hired without the consent of the other.

† That they at the expiration of the said term shall make a true Account of the whole stock & other moneys, with all the profit made within the time aforesaid. And also shall subscribe the said final account, & take order to pay the Debts that shall be truly owing unto Creditors; and upon such account, charges being deducted, shall make equal partition of the said stock.

Covenanted, that if either party dy within the said term of Co-partnership, then the Survivor to make a true & just Account to the Executors and Administrators of the deceased.

nership and joynt occupying take or hire any Servants or other persons to be employed in the said trade or mystry without the privy, consent and agreement of the other of them. † And moreover, that the said parties, their Executors and Administrators shall and will at the end and expiration of the said terme of, &c. and afterwards, until division shall be made of the premises, not only conserre together of and for all their dealings and proceedings touching this joynt occupying. And shall also make between them a good, true, just, plaine and perfect accompt and reckoning of all the said whole stock and other money thereunto put, and of all such goods, money, debts, Wares and merchandizes therewith or with any part thereof, or of the increase and profit thereof arising, come, grown or gotten within all the term and time aforesaid. And also shall subscribe the said final account, and thereupon take order to pay the Debts which shall be truly owing unto the Creditors touching the said Co-partnership without any fraud, colour, or covin in any wise; but also immediate at and upon such account and reckoning so had, made and passed, the aforesaid, costs, charges and expences being first deducted, rebated and allowed, shall make equal partition and division between them of the said whole stock of 400 l. and all other sum and sums of money, that thereunto during the said terme shall be put; and of all the increase, winnings, gain, profits and advantages that thereof, or by means thereof before that time hath arisen come or growne, and before that time not accounted for: and that the said *I V* his, &c. shall have the one moyety thereof whatsoever the same shall then consist and be: and the said *H H* his, &c. shall have the other moyety thereof, what oever the same shall then be and consist. And moreover, it is covenanted, &c. That if it shall happen either of the said parties to dye or depart this present life before the end and expiration of the said terme of, &c. (as God forbid) That then the party of the said parties surviving, and the Executors or Administrators of the party of the said parties so hapning to decease shall and will within the space of, &c. next after such decease of

either

either of the said parties, reckon and accompt together of and for the said whole stock, and all other money thereunto put: and all the increase, gains, winnings, profits, losses, costs and charges thereupon arisen, come or grown; and a good, true, just, plain and perfect accompt and reckoning between them, when shall make, or cause to be made: and the same so made, as well the said stock of 400 l. and all other such money and sums of money thereupon put, as also the increase, profits and gains that thereof before that time shall have arisen, come, or grown, all manner of charges, losses, expences, and damages whatsoever expended, born, sustained and laid out, arisen or grown touching or concerning the said whole stock, or any other mony thereunto put, and the increase thereof at any time before & not accompted for, being first deducted, rebated and allowed, shall be truly divided and parted between the said party of the said parties surviving; and the Executor or Administrator, or Executors or Administrators of the party of the said parties so hapning to decease, part and part alike; that is to say, The party of the said parties surviving, his, &c. shall have the one moyety or half part thereof; and the Executors, Administrators or Assigns of the party of the said parties so hapning to decease, shall have the other moyety or half part thereof: and that no benefit or advantage shall be had or taken by the party of the said parties that shall survive (by vertue of Survivorship.) * And further, it is agreed between the said parties, that during the term and time aforesaid, neither of the said parties shall leave off the Mystery or Trade aforesaid, or of being Co-partners or parting fellowes together in the said Mystery or Trade without the expresse will, consent and agreement of the other of them first had and obtained in writing: but during the said term, shall joyntly continue and occupy together as loving Friends and Fellowes; except it be by the mutual consent and agreement of both the said parties. † And further, that neither of the said parties shall not at any time or times, during this Co-partnership, take up of credit for time any mony, malt, goods, wares or merchandizes to be used or employed in or about the mystery or trade aforesaid, without the consent and

* Agreed that neither of the said parties during the said term and time aforesaid shall leave the mystery or trade aforesaid without the expresse will & consent of the other; but joyntly continue except by mutual consent.

† And that neither of the said parties shall take up goods upon credit without consent of the other.

* And it is agreed that if any variance shal happen between the said parties during the said terme, and cannot end it between themselves, then the party grieved upon his request to the other, shall & will commit the hearing to four honest men to arbitrate and determine the same.

agreement of the other of them first had and obtained. * And finally it is agreed &c. That if any time hereafter, during the said term of, &c. before a final end and division shall be had and made between the said parties any ambiguity, doubt, question, variance, strife or controversie shall come, grow, happen, arise or be moved between the said parties or either of them, for or concerning any cause or thing in or about this present Co-partnership, which is not before in these presents plainly expressed and declared, and which the said parties cannot between themselves decide and agree upon, that then the said parties and either of them, their &c. upon the reasonable request of the party grieved in this behalf, shall and will commit the hearing, explanation, examination and determination of all such doubts, controversies and questions, unto four honest, discreet persons to be chosen by them indifferently: that is to say, either of them two. And they the said parties, their Executors and Administrators, shall not only to the best of their power endeavour, and use all other lawful means to them the said Arbitrators to hear and determine the same with all convenient speed, without delaying or hindring the same; but also shall and will stand to, abide, perform and keep such award, order, end and determination as they shall make and set downe in writing under their hands in that behalf.

In witnesse, &c.

And

An Indenture of Co-partnership about the begging
of Letters-Patents for setting up of a Bea-
con; penn'd by Council.

THIS INDENTURE made, &c. between, &c. *Witnesseth*, That whereas the said *F B* and *R B* have united and conjoynd themselves to be joynt Suitors and Petitioners together by Petition unto, &c. for the obtaining of Letters-patents to be granted unto them from, &c. under the Great Seal of *England*, for the erecting and setting up of a Beacon upon, &c. thereby to give light unto all Ships, as well strangers as others, in the night time, whereby many dangers of Shipwrack may be avoided, and many mens lives preserved: And also for the obtaining and getting of a certain yearly pension to be granted unto them by, &c. out of every Ship, Hoy, and other Vessels, as well strangers as English, and have a rate assessed and set down what every Ship, Hoy or other Vessel shall give, allow and pay unto them upon every Voyage, as well outward as inwards bound, towards the maintenance of the same Beacon and light. Now know ye, that it is Covenanted, granted, concluded, condescended and mutually agreed upon by and between the said Parties to these presents; and the said *R B* for himself, his Executors, &c. doth Covenant, promise and grant, &c. That he the said *R B* shall and will labour and travell, and use all the best means that possibly he the said *R B* as well by himself, as by his Friends, can or may, for the procuring and obtaining of Letters patents to be granted from, &c. unto them the said *F* and *R* for the erecting and setting up of a Beacon upon, &c. and for a rate to be assessed upon every Ship, Hoy and Vessel, what every Ship, Hoy and Vessel shall pay them upon every Voyage to be made forthward and inward: And that the same Grant so to be obtained, shall be passed by Letters-patents under the Great Seal of *England*, in the names of the said *R B* and *F B*, after the best

F B and *R B* joynt Petitioners to, &c. for the setting up of a Beacon, and to get Letters-patents therefore; and also a certain yearly pension to be paid by all Ships and Vessels, both English and Strangers, for the maintenance thereof.

Covenanted that *R B* shall do his best endeavour in getting of the said Letters-patents, and a rate to be assessed upon every Ship, and not to do any thing whereby to hinder or make void the said *F B* of or in the obtaining of the said suit.

* And also, that all writings, petitions and assurances that shall be made concerning the said Letters-parents shall be effectually made and passed joyntly to them the said R and F.

* Covenant that F B shall not use any means by himself, or any other person, to hinder the said R B in procuring or obtaining the said suit.

† Covenanted and agreed between the said Parties; and their Executors, that they shall deal faithfully with each other in all things held by them in Letters-parent, and that the said Parties shall make privy, the one of them to the other, of their proceedings in the said suit, without concealing any thing the one from the other.

best and surest manner, that by learned Councel in the Law on both Parties equally to be chosen between them, shall be devised or advised: And that he the said R B, nor any other person persons by his meanes, notice, practice or procurement, shall not directly nor indirectly practice, procure, or use any meanes to hinder or make void the said F. B. of or in the abtaining of the said suit. * And further, that all writings, Petitions, and assurances whatsoever, which at any time or times hereafter shall be made, drawne or passed touching or concerning the suit, to the effect above-expressed, to be preferred unto his, &c. and for the enjoying of such Grant as, &c. shall make and passe concerning the erecting and setting up of a Beacon upon, &c. aforesaid, shall be effectually granted, made and passed joyntly to them the said R and F. and in both their names without any fraud or deceit. * And further, the said F. B. for him, his, &c. doth Covenant, promise and grant, &c. That he the said F B nor any other person or persons by his meanes or procurement, shall at any time hereafter cause or use any meanes by himselfe, or any of his Friends or Acquaintance, whereby to frustrate or hinder the said R B in the procuring, or obtaining, or getting of the aforesaid suit to be preferred to &c. so farre forth as the said R. shall deal justly, faithfully and truly with the said F. in all his and their proceedings, to procure, obtaine and get the same, without giving any notice or knowledge thereof, or of their or giving any of their intents concerning the substance of the same suit. † And furthermore, it is Covenanted, granted, concluded and mutually agreed upon by and betweene the said F B and R B. and either of them for himselfe, his, &c. doth Covenant and grant to and with the other of them, his, &c. by these presents, That either of the said Parties, their Executors and Assignes, shall and will deale justly, faithfully and truly one of them with the other of them, his, &c.

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in all things which shall be holden and granted by Letters-patents under the Great Seal of England, from, &c. unto them, concerning the aforesaid suit to be preferred unto him. And that either of the said Parties upon request to be made by the one of them to the other of them, shall and will make privy, the one of them to the other of them, all his and their dealings and proceedings in and about their said suit, without concealing any part of their dealings concerning the said suit, which had and shall be passed under the Great Seale. * And further, that after such time as the Grant from, &c. shall be had and obtained for the Beacon to be erected upon, &c. aforesaid: All such summe and summes of money as, &c. shall assesse and grant to be paid for the maintenance thereof, shall enure and be to the equall benefit and advantage of both the said Parties, their Executors, &c. part and part alike: And also, that all such expences, payments and charges as shall be from time to time hereafter expended, disbursed and laid forth in and about the erecting, repairing and maintaining of the said Beacon, and for the light to be used, shall be equally expended, disbursed, paid and laid forth by and betweene the said Parties, their &c. part and part alike. And that the said Parties, their, &c. shall and will from time to time hereafter, upon reasonable request to be made by the one of them to the other of them, not onely make, yeeld and give up, one of them to the other of them, a true, plain, just and perfect accompt and reckoning of and for all such summe and summes of money which shall be from time to time, during the continuance or force of the said Grant to be passed by his Majesty (if any happen to be) But also upon such accompt to be passed, shall truly satisfie, pay and deliver, one of them to the other of them, the moiety or half part of all such sum and sums of money as upon the foot of such accompt to be made, shall appeare to be had and received for the charges and expences which shall be laid out in and about the erecting and setting up of a Beacon upon &c. aforesaid, and all other charges which shall be expended in maintaining.

* And all such money as shall be assessed and paid for the maintenance thereof, shall be to the equal benefit of the said Parties, and all charges that shall arise in the maintenance of the said Beacon, shall be equally born between them; and also shall give to each other a true and just accompt of all such sums of money which shall be from time to time received during the continuance of the said Letters-patents, and all such monyes as shall appear by the said accompts to be received: Charges to be deducted shall be equally divided between them.

† And the Survivor of them shall not put in ure, thereby to defraud the other, their Executors &c. but that the Executors of the Party deceased shall have and enjoy the benefit of the said Grant as fully as if he were living.

*. Provided that if the said Letters-patents be not granted, that then the said R B shall not at any time hereafter discover the suit to any person whatsoever, nor go about the procuring the getting thereof, but the same shall cease, and never more be revived.

taining the light of the said Beacon being first defaulted and deducted.) † And further, the Survivor shall not take place, or be put in ure thereby, to defeat or defraud either of them the other of the said Parties, their Executors or Administrators, but that the Executors, &c. of the Party first deceasing, shall have and enjoy the benefit, profit and advantage of the said Grant, as fully and amply in all respects, as the Party deceasing should or ought to have had and enjoyed if he had lived, during the continuance of the said Letters-patents to be granted; any Covenant, Grant or Article to be comprized within the Letters-patents to be granted from, &c. concerning the premises, in any wise notwithstanding. * Provided alwayes, and it is finally agreed by and between the said parties, and the said R B for him, his &c. doth Covenant, &c. That if a Letter-patent under the Great Seal of E. shall not be had or granted from, &c. for the erecting of a Beacon upon &c. That then he the said R shall not nor will not at any time or times hereafter discover or make known to any person or persons, the suit which is to be preferred to &c. in the names of them the said R and F, for the obtaining of the premises as are above expressed, neither shall detract any time in the putting of the said suit unto &c. and if that &c. will not be pleased to grant their suit concerning the said Beacon to be erected, and other the before mentioned premises, That then the said R, nor any other person or persons with him, for him, or for their joynt or severall uses or behoofs, shall not at any time or times presume or go about to work or practice any wayes or means for the obtaining of the said suit to him or themselves: But that the said suit shall cease and never more be by him the said R B, or any other by his institution assistance, means, knowledg or procurement revived or proceeded in or by any manner or wayes or means whatsoever.

In Winesse, &c.

An Indenture of Co-partnership between Iron-
mongers, in a very good forme, penn'd by
William Noy, Esquire.

THIS INDENTURE made, &c. between R S,
of the one part; and W I of the other part. Wit-
nesse, That the said Parties in consideration of the fide-
lity, truth and good opinion that the one of them hath and
reposeth in the other, doe by the grace of God intend to
joyn them in one Society, fellowship or Company, and to
be Partners together in the doings and trade of buying, ut-
tering and selling of all manner of Iron, and such other
commodities wherein they or either of them have know-
ledge or skill; and to that intent and purpose they have not
only taken a Shop and certaine roomes together, in, &c.
parcel of the Messuage called, &c. and certaine Implements
therein remaining: † But also have laid down together in a
stock in money and wares within the roomes aforesaid,
wherein they now dwell, and which they hold joyntly by
conveyance to them joyntly made of a Lease thereof, the
summe of, &c. being the whole stocke of both the said Par-
ties. * And are condescended, accorded and fully agreed
in and upon the Covenants, articles, conditions, clauses and
agreements hereafter ensuing: viz. Either of the same Par-
ties by himselfe, and for his owne part, Covenanteth, &c.
and him, his, &c. bindeth to the other Partie, his, &c. That
he shall joyntly as Partners, and a parting-Fellow, occupie
together within the roomes aforesaid the said summe of, &c.
being their said whole stock, in the trade and traffique aforesaid,
to the uttermost of their power, cunning, knowledge
and credit that they can or may, from the Feast day of, &c.
unto the end and term of, &c. from thence, &c. being the full
remainder and residue of the yeares to come and un-
expired, mentioned in the said Lease, to them conveyed, as is a-
foresaid: during which said terme and space, either of the

† A stock of
money laid
downe, and
wares by Co-
partners in the
house where
they dwell, the
which they
hold joyntly
by Lease.

* Covenanteth
each to other,
that they shall
joyntly, as
Partners, & as
a parting Fel-
low, use their
best endea-
vour, know-
ledge & credit
that they can
or may in tra-
ding with the
said stock
from the
feasts, &c. and
either of them
to be just and
true to the o-
ther.

† A Book of
account to be
kept betweene
them, where all
the moneys,
goods and
debts shall be
truely entred
during their
Copartnership.

And all profit
that shall be
made to be e-
qually divided
amongst them.

And that ei-
ther of them
shall call the o-
ther to accompt
as occasion shal
serve for their
buying and
selling.

*Covenanted,
that what losse
shall happen,
during the said
Co-partner-
ship, so it be
not by negli-
gence, shall be
equally borne
between them.

said parties shall be just, true and faithfull to the other, as well in buying and selling, as in all other their traffique and doings whatsoever. † And the said Parties do Covenant, &c. and either of them severally doth Covenant, &c. for him his, &c. to and with the other his, &c. by these presents, in manner and forme following: viz. That there shall be between them kept one Booke of accompts, wherein shall be contained, written and plainly and truely set downe from time to time, as well all such wares, money, goods and debts, as to their said occupying shall appertaine and belong: As also the just particulars of all such debts and summes of money as they shall owe to any person or persons by reason of their Copartnership; unto which Booke either of the said Parties shall and may have access and recourse from time to time during the said space of their Co-partnership. And that all such lucre, profit, winning, increase, gaine and advantage as shall come or grow, or that God shall send in buying, selling, uttring and imploying any of the goods, wares or merchandizes aforesaid, or otherwise by reason of their said stock and occupying, shall be parted and divided equally between the said Parties, their, &c. without any deniell or contradiction of the other Partie, his, &c. And also, that at all and every time and times within the said terme and space of their Co-partnership, when it shall please either of the said Parties to give monition or warning to the other, that within the space of, &c. then next ensuing, either of the same Parties shall make and give up to the other a true, good, just, perfect and plain account and reckoning of all accompts and reckonings then not received nor accounted between them (as well of the buying and selling of all manner of Iron and other such wares), as also of all the increase, profit and advantage that shall come and grow of and by the using and occupying of the said stock; upon the making of which said accompt, either of the same Parties shall subscribe the same. Moreover the said Parties Covenant, &c. and either of them Covenanteth, &c. to and with the other by these presents, that if any losse shall happen at any time within the space of this Co-partnership

by

by evil Debtor or Debtors, Servants, or other casualties whatsoever, of the said principal stock, or of the increase or gain of the same, or of any part or parcel thereof, so that it be not by negligence, colour, feined pretence, or other subtle means of either of the said Parties, That then the same losse and losses shall be borne equally between the said Parties out of their said stock, and of the increase of the same.

† And it is further agreed between the said Parties, that all such Specialties, Bonds, and Debts, as at any time during their said joynt occupying, shall be made, come and grow to the said Parties as Co-partners of this said stock, or the increase thereof, shall be made in the names of both the said Parties, That is, in the names of *R W*, and *W I* as Co-partners, and the Bonds and Specialties delivered to both their uses.

* And further, it is accorded between the said Parties, That it shall and may be lawful to and for either of the said Parties to bind the other his, &c. to any person or persons for any summe or summes of money touching or in any wise concerning their said joynt occupying, to be paid at such time and times as to the same Parties to whom the same Bond or Bill shall be made, it shall seem good and expedient. † And that if either of the said Parties at the end of the said terme of, &c. or at any time before shall be disposed to surcease and leave off their joynt occupying, and no longer continue as Co-partners, then either of the said Parties upon warning thereof given by the one of them to the other shall make to the other a just, true and plaine accompt and reckoning as well of the whole stock as of the increase, profit and gain of the same then not divided, and of all such implements and goods as shall then joyntly to them belong, as it shall then be in ready money, wares, goods, and debts, upon which accompt so made, either of the said Parties shall have, take and enjoy a like equall portions and part thereof (all such charges and debts as then shall be answerable out of the said stock and gaine first deducted and allowed.)

* And further, it is, &c. that all manner of costs, charges and expenses whatsoever that shall be disbursed or laid out, as for house-rent, reparations, meat, drinke, Servants-wages, and for any other

† That all Bonds, Bills, and other specialties during the said terme shall be made in both their names, and to be deliver'd to both their uses.

* Agreed that they shall be joyntly bound to any person or persons concerning their joynt trading.

† And if either Partie shall at the end of the said terme, or before be disposed to surcease and leave off joynt trading, then either of the Parties giving warning to the other, shall make a true accompt between them of what justly to them belongs, and enjoy alike equal portions.

* And that all charges whatsoever (except wearing-apparell, that be born equally between them out of the joynt stock,

† A Proviso, that they shall not lend out nor trust out of the joynt stock to any Person or persons without our consent of both Parties.

* And that neither shall stand bound by suretiship for any person, but to & for the use of the said partnership, above the summe of, &c. without consent.

† Proviso, that if either Partie die, during the said terme, then the survivor to make a true & just account to the executors & Administrators of the deceased, and deliver the moyety or one halfe of the foresaid stock, & profit, in as good manner as if he had lived.

cause reasonable for or concerning their joynt occupying (except the proper array and apparrel of the bodies of either of the said Parties) shall be borne and paid between the said Parties out of the said whole stock, and of the increase of the same, during their said joynt occupying: and that no private occupying shall be had or used by any of the said Parties, but onely in the said Roomes above-mentioned: and Such other place and places as shall be by them joyntly agreed upon to both their uses. † Provided alwaies, and it is agreed between the said Parties, that it shall not be lawfull to either of the said Parties, their Servants, or Assignes, or to any of them at any time or times, during this Co-partnership, to lend out or impart any part or parcel of the said whole stock, or of the gaines and increase of the same to any person or persons, or by any manner of wayes or meanes, or colour, without the special consent and agreement of the other partie, unlesse the same be to and for the use, commoditie and profit of this society and Co-partnership. * And that it shall be lawful to neither of the said Parties at any time, during this their said consortment to become Surety, stand bound or charged to any person or persons for any suretiship, summe or summes of money, or for any other cause or occasion whatsoever (but to and for the use of both the said Parties) above the summe and value of 40s. without the special license, consent, and agreement of the other party first had and obtained in writing; which said summe of 40s. shall be borne and paid out of the part and portion of the said stock and gaines thereof, of him of the said parties that so shall stand bound. † Provided also, and it is condescended, &c. That if either of them at any time, during, &c. shall happen to die and depart this life, then the Executors, &c. of the party so dying within, &c. next ensuing such his decease shall truly without fraud or guile, make a good, just, and plaine account, payment and delivery to the other partie overliving of such of the said goods, stock, wares, ready money, and other things appertaining to the said company or Co-partnership as then shall be or remaine in the hands, use, and possession of the said Executors, &c. And that then the party so

living

living having possession of the said stock, wares, money, and other things belonging to this society, shall within, &c. then next ensuing, make and yeild to the Executors, &c. of the party so dying, a true perfect and plaine accompt, payment and delivery of the moyety or one full half of all the aforesaid stock, and of the gaine, profit and increase of the same, and of all other things appertaining or in any wise belonging to this confortment or society, in such like manner and forme, as he should have done to the party deceased (as if he had lived) without fraud, contardiction or delay. * And also that the survivorship in this their said society or confortment shall take no place; any clause, matter, Article, or other thing whatsoever, &c. † And that if either of them, during this their said Co-partnership shall fortune to die and depart this life, such of them so dying shall and may before such his death declare and make his last Will and Testament in writing or otherwise, and by the same, shall or may give, bequeath, and dispose at his will and pleasure the just moyety and half-part of the said stock and goods to this occupying belonging, and of the increase of the same: And that the same person and persons to whom the same moyety and half-part of the aforesaid stock and gaines thereof shall be so given and bequeathed, shall or may enjoy the same without any let, disturbance or contradiction of the other partie (as if a just and equal portion and partition between the said parties thereof had been made:) any thing above in these presents expressed to the contrary, &c.

In witness, &c.

* And that the survivorship shall take no place, any clause, matter or thing whatsoever, &c.

† And if it shall happen either of the said Parties, during the Co-partnership to die, such party so dying before his death may declare & make his last Will & Testament, of the one halfe of the stock and profit.

*An Indenture of Bargaine and Sale, and Co-
partnership between Barge-men: Penn'd
by William Noy, Esquire.*

Recital of the
furniture be-
longing to a
Barge.

Covenants to
that the premi-
ses are clear
from all incom-
brances what-
soever.

A Covenant to
continue Part-
ies during life
if the same
Barge shall so
long continue.

THIS INDENTURE made, &c. between, &c.
Witnesseth, that the said *NA*, for and in consideration
of, &c. hath bargained, &c. unto the said *WC* one moyety
or half-part of all that Barge, called, &c. of the burthen
of, &c. or thereabouts, and of all and singular apparel,
sacks and furniture to the same Barge belonging, or in any
wise appertaining. To have and to hold the one moyety or
half-part of the same Barge, and of all and singular the ap-
parrel, sacks and furniture thereto belonging, as aforesaid,
unto the said *WC* his, &c. to the only and proper use and
behoof of the said *WC* his, &c. for ever. And the said *NA*
for himself, &c. That all and singular the same premises
above by these presents bargained and sold, or mentioned
to be, &c. the Day of these presents, and also at the enfe-
ling and delivery hereof, are, and so from henceforth
ever shall be and continue unto the said *WC* his, &c. clearly
acquitted and discharged, or otherwise by him the said *NA*
his, &c. alwaies saved and kept harmlesse of and from all
and singular former bargaines, sales, gifts and incommbrances
whatsoever had, made, committed, or done by him the said
NA, or any other by his meanes or procurement. And
that he the said *NA* is sole and proper Owner of the other
moyety or half-part of the same Barge and premises. And
it is mutually Covenanted, granted, and agreed upon by and
between the said Parties; and either of them, for and by him-
self, his Executors and Administrators, doth Covenant and
grant to and with the other of them, &c. by these pre-
sents, That they the same Parties shall and will continue
and remain Co-partners together of and in the same whole
Barge-apparrel, malt-sacks and furniture thereunto belong-
ing: and of and in the buying, vending, and carriage of a

and singular wheat, malt, corn, grain, and other things to be carried or transported, with, by, or in the same Barge; and of and in all gains and benefit thereby to accrew or increase from the Day of the Date hereof, during the natural lives of the said *N. A. & W. C.* (if the same Barge shall so long continue meet to carry malt, corn, &c. as aforesaid.) And it is further mutually Covenanted, granted, &c. and either of them for himselfe, his, &c. doth Covenant, &c. That each of the same Parties shall and will exonerate and discharge the same Barge-apparel, malt-sacks and furniture of, and from all and singular debts, trespasses, actions of debt, and actions of trespass to be moved or depending for any debt or duty owing or to be owing, or due to any person or persons whatsoever by the same Party covenanting. * And that each of the same Parties shall and will at all times hereafter and from time to time pay and discharge his debts and duties in such sort as the said Barge shall not be arrested for the same, or any part thereof: And that no summe or summes of money, debts, duties, wares or commodities incident to this Co-partnership, shall be in any wise attached or condemned for the debt of the other of the same Parties, his, &c. † And it is likewise mutually Covenanted, &c. That each of them the same Parties shall and will beare and pay the one moyety or half-part of all and singular such costs and charges as shall be at any time hereafter necessarily disbursed or laid out, in, for, or about the repairing or amending of the said Barge, or any other Barge wherein the said Parties shall hereafter be Co-partners, or any thing thereto incident or belonging, or to be incident during the continuance of this Co-partnership. And that each of them the said Parties shall and will doe and performe his best endeavour for the advancement and benefit of the said Co-partnership. And that neither of them the same Parties, or their Assignes, shall and will credit or trust any of the goods, wares, or commodities incident to this Co-partnership, nor give respite for payment of any summe or summes shall beare equal charge, or the one half of all costs and charges that shall be laid out in, for, or about the said Barge, during the Partnership. And each of them to do their best endeavour for the benefit of the said partnership.

† Mutually Covenanted between the said Parties, that either of them shall discharge the same Barge & all furniture thereunto belonging from all debts and actions depending.

* And that each of them shall hereafter discharge his debts & duties as far as the said Barge shall not be arrested for the same, or any part thereof, nor any money, debts, duties, wares or commodities incident to this Co-partnership, shall be in any wise attached for the debt of the other Party.

† That they shall be laid out in

* That neither Party shall not at any time give respite for payment of any money to any person due to the Co-partnership; without consent, shall not acquit or discharge any Debtor and Debtors of any Debt so owing.

† That all the benefit & profit shall be equally divided & distributed between the said Parties.

* And that they shall Weekly & every Week make & yeild to the other a true & just accompt of their dealing and receipts, and also make one of them to the other true payment of such money as shall be due.

† And that neither of the said Parties without the consent of the others, sell or make away his moyety or half part of the said Barge. And if either of the said Parties shall during this Copartnership buy any other

of money to be due for freight to both the said Co-partners by reason of this Co-partnership, to any person or persons prohibited by the other of them to be credited or trusted at any time or times hereafter during this their said joynt trade.

* And that neither of them the said Parties shall or will at any time or times hereafter without the licence or consent of the other of them the said Parties or his Assignes, acquit or discharge any Debtor or Debtors of any Debt or duty which shall be due or owing to the said Co-partners, or incident or belonging to the said Co-partnership for any lesse summe or summes of money then shall be so due or owing; neither shall without the licence and consent of the other of them, the said Parties give respite of time for payment of any such debt or duty.

† And further it is Covenanted, &c. that all and singular the benefit, profit and commoditie arising, growing or accreving, and to arise, &c. of or by the said Co-partnership shall be from time to time, during the continuance of this Co-partnership equally distributed and divided unto and amongst the same Co-partners, their, &c. part and portions alike.

* And that each of them the same Parties shall and will Weekly and every Weeke, during the continuance of this Co partnership, make, yeild, and deliver the one of them to the other, upon request in that behalfe to be made, a true and just accompt of all their doings, dealings, and receipts touching their said joynt trade.

And also make one of them to the other of them true payment of all such summe and summes of money and duties as by the same accompt shall appear to be due and owing by the one to the other of them the same Parties.

† And that neither of the same Parties shall without the consent of the other of them either directly or indirectly by any wayes or meanes whatsoever, bargain, sell, give, or otherwise doe away any his said moyety or half-part of the same Barge, or other the premises, or any part or parcel thereof. And further, that if either of the said Parties shall at any time or times hereafter, during the continuance of this Co-partnership, buy, obtaine, or ge

the said Parties shall at any time or times hereafter, during the continuance of this Co-partnership, buy any other

any other Barge or Barges, That then the same Barge or Barges, with the furniture thereto belonging, shall be employed to the joint use and commodity of the same Co-partners; so as the other of them the said Co-partners shall and will bear and pay the one moyety or half part of all and singular such costs and charges as the other of them the said Co-partners shal (*bona fide*) disburse or be liable to pay in or about the same. *Provided alwaies, that if it shal happen either of them the same parties to dye or decease this transitory life at any time hereafter whilst any debt or duty shal be due or owing to the said Co-partnership, that then the part or portion of the same Debts due to the deceased at the time of his death, shall upon reasonable request, after receipt or recovery of the same, be paid to the Executors or Administrators of the deceased so fully and amply as should have been paid or payable to the same deceased (as if he had been still living.)† And it is mutually covenanted, granted, &c. That each of them the same parties shall and will wel and truly bear and pay the one moyety or half part of all and singular such debts and duties as by the same Co-partners shal be jointly owing at the time of dissolution of this Co-partnership for Wares or Commodities employed or incident to this Co-partnership, or for the same Barges hereafter to be bought, or workmanship in or about the same in any wise: And of the same moyety or halfe part of all Actions and Suits, charges and damages concerning the same, shall and will clearly acquit and discharge or save harmless the other of them the same parties, his Executors, Administrators, goods and chattels by these presents.

In Witness, &c.

the said Barges, shall and will save each the other, from the payment of one moyety thereof.

Barge or Barges, that then the Barge or Barges shall be to the joynt Partnership, so that the other party pay the one halfe part for the same.

*That if either party dye, and have debts owing him in the said co-partnership, that then the same Debts upon reasonable request after receipt of the same to be paid to his Executors, &c.

† Covenanted, That what debts, shall be owing at the time of dissolution of the Co-partnership for any wares or commodities for



*An Indenture of Co-partnership concerning the
buoying and getting up of Ships, &c.
penned by Council.*

THIS INDENTURE made, &c. Betweene, &c.
Witnesseth, That the said parties, of and for the mutual
good will and affection which each of them hath and bea-
reth unto and towards the other of them; and for the bet-
ter increase of their state, stock and substance, Have united
and conjoynd themselves Co-partners in the Art, Trade,
Science or Mystery of buoying, weighing and getting up of
Ships, Hoves, Barks, Carvels, Crayers, Lighters, Boats and
all other Vessels whatsoever, which now are, or shal be here-
after sunk, cast away or spoiled in the Seas, or within the
River of T, or in any other Rivers, Waters, Ports, Havens,
Creeks or Places whatsoever and wheresoever; and of and
in the winning, obtaining and getting of all Lands, Wharfs
and Grounds which shall be wonne, got or obtained out of
any Rivers or Waters; And of and in the repairing and re-
mending of all Breaches and Invasions of Waters; and of
and in all other Water-works; and of and in all gains, pro-
fit and increase which shall or may accrew, be gotten,
grow due or arise touching or concerning the same Art,
Trade, Science or Mystery, or any other thing or things there-
unto incident, from the day of the date hereof, during, and
until the full end and terme of, &c. from thence, &c. (if
the said C shall so long live.) And to that end and purpose
the said W P hath employed into the hands and custody of
the said C G at the enfealing and delivery hereof, 60*l.* of
&c. as a stock by him the said C to be from time to time,
during the continuance of this Co-partnership, employed in
the said joynt Trade, or Mystery. And therefore it is mutu-
ally covenanted, granted and agreed by and between the
same parties, and either of them for himself, his, &c. doth
covenant and grant to and with the other of them, his, &c.

Recital of
buoying of
Ships, and o-
ther Vessels.

And of men-
ding, and re-
pairing of all
Breaches and
Invasions of
Waters, &c.

A stock of mo-
ney for that
purpose put by
W P into the
hands of C G,

That all profit
that shall arise,
shall be equally
divided be-
tween them.

by these presents, That all and singular the gaines, profit and increase which shall or may accrew, be gotten, arise, grow due or increase, in or by the same joynt Trade, Art, Science or Mystery, and in and by all Letters-patents, Commissions, and Licenses to be granted by or from, &c. or the Lords Commissioners of the Admiralty of E. or any others, unto the said C G for or touching the said Trade, &c. or any thing touching or concerning the same, shall be equally distributed and divided unto and between both the same parties, their, &c. part and portion like: that is to say, The one moyety or half part thereof shall be and remaine unto the said C G his, &c. and the other moyety or halfe part thereof unto the said W P his, &c. * And that all and singular the charges of Work-man ship, and finding of Messengers between the same parties, and all other charges touching or concerning the same Co-partnership, shall during the continuance of the same Co-partnership, be equally borne and paid by and between both the same parties, their part and portion like. † And the said C G for himself, &c. That he the said C G shall and will from the day of the date hereof, alwayes, and from time to time, at meet and convenient times, during the said Co-partnership, wholly apply and imploy himselfe, and do his best endeavour to advance the benefit of this Co-partnership. And also shall and will upon every reasonable request in that behalfe to be from time to time made, well and truly accompt with, and a true reekoning make unto the said W P his, &c. of and for all the doings, receipts and dealings of the said C his, &c. of, in and by the said joynt trade, &c. and all things touching or concerning the said Co-partnership; and the part and portion of the gaines or benefit to be from time to time due unto the said W P his, &c. shall and will truly pay to the said W P his, &c. without fraud or covin. * And further, That in the end of the said term of, &c. or upon reasonable request next after any sooner dissolution of this Co-partnership: that is to say, in which of the said dayes or times shall first or next happen to come or be, hee the said C his, &c. shall and will well and truly deliver or cause &c. unto the said W P his, &c. the one moyety

* And that all charges whatsoever shall be equally borne between them.

† C Covenanteth during the said Co-partnership, wholly to imploy himself and his endeavour to the best benefit of this Co-partnership; and also from time to time to give a just accompt to W P touching the said co-partnership of the gaines & benefit to be due.

* And at the end of the said term, the said C G will render the moyety or half part of all the instruments imployed unto the said W P then left and remaining,

† And at the end of the said term aforesaid, or within the space of, &c. will render the full residue of the said stock pur in by *W P*. * A Covenant, for Survivorship.

† A Covenant, that if any contract or other assurance hereafter shall be made or given touching the said joint trade shall be made in the names of both the co-partners.

or half part of all and singular such instruments as shall be employed in this Co-partnership, and then left and reserved. † And also in the end of the said term of, &c. or within the time and space of, &c. next after any sooner dissolution of this Co-partnership. That is to say, in which of the same dayes shall first or next happen to come or be, shall truly pay unto the said *W P* his, &c. the full residue of the abovesaid stock or summe of, &c. so in hand reposed, into the custody of the said *C G* at the enfealing and delivery hereof, as abovesaid. * And it is mutually covenanted, &c. That if it shall happen either of them the said parties to dye or decease (*the Covenant for Survivorship*.) And that neither of them the said parties, his, &c. shall at any time hereafter, without the special License and consent of the other of them, his, &c. acquit or discharge any person or persons which shall be indebted unto this Co-partnership for any lesse summe or summes of money then shall be duly owing. † And furthermore, it is mutually covenanted, &c. That all Covenants, Contracts, Obligations and other Assurances whatsoever, which shall at any time hereafter be made, taken or given touching or concerning the said joynt trade, or any matter or thing thereto incident, shal be made and done in the names of both the said Co-partners.

In witnesse, &c.

*An Indenture of Co-partnership between Promooters,
in a very good form.*

THIS *INDENTURE* made, &c. betweene, &c. *Witnesseth*, That it is covenanted, condescended, concluded, and agreed by and between the said parties, in manner and forme following; *viz.* That the said *R* and *I* shall and will be and continue Partners together concerning the matters hereunder mentioned, from the day of the date of these presents, during the space of, &c. from thence next and.

and immediately ensuing, &c. (if the said *R* and *I* shall so long naturally live in this world.) And first, the said *R* Covenanteth by these presents, &c. That he the said *R* shall and will put and exhibit into any and every of the Courts of Records, as due occasion shall serve, all and every such information and informations as shall be requisite to be put and exhibited into the said Courts, or any of them, for any matter or occasion that shall be gathered by the said *R R* and *I M*, or either of them, against any person or persons whatsoever, for transgressing any of the Laws and Statutes of the Commonwealth of E. or for or concerning any forfeitures or seizures touching of the same Statutes, alwayes to be had or made from time to time during the time abovesaid; and that immediately upon good and due instructions and notice had and given by either of the said Parties in that behalf. And also, that he the said *R R* shall prosecute and follow all and every the same informations with effect, untill they and every of them shall be fully finished and determined, according to the order of the Lawes, or untill the Parties which shall be had in suit shall be fully agreed with the Officers of, &c. and with the said *R* and *I* or either of them concerning the same informations, or other the premises accordingly. * And the said *R R* Covenanteth, &c. That he the said *R*, nor any other for him or in his behalf, shall not at any time or times hereafter during the term abovesaid, compound or agree with any person or persons against whom the said *R* and *I*, or either of them, shall exhibite or cause, &c. any information or informations in any of the Courts of Records, as is abovesaid, or concerning the forfeitures or seizures abovesaid, or any of them, without the consent and agreement of the said *I M* first had and obtained in that behalf. And likewise, the said *I M* for his part, Covenanteth, &c. (the same that the other is.) And the said *R R* Covenanteth, &c. That he the said *R* shall for his part bear, pay and discharge the moyety and half of all and every such costs and charges, summe and summes of money as shall be requisite to be born, paid and discharged either in and about the prosecuting and following of all and every the informations aforesaid,

Covenanteth to put all informations against any person or persons transgressing any the Laws and Statutes in the said Courts of, &c.

And covenanteth to follow the same with effect untill they shall be determined.

* Covenant, that *R R* shall not compound or agree with any person or persons against whom the said *I* shall exhibit any information in any of the Courts of Records, without the consent of *I M* first had.

† And *I M* Covenanteth the same. Covenants to be at the charges that shall arise in prosecuting equally between them.

And also to give a true and just account each to other of their proceedings.

Covenant to share equally between them what shall be received upon any information, forfeiture, or seizures to be exhibited.

* Covenanteth not to deal with any other person in their co-partnership during life.

foresaid, or other the premises, according to the order of the Law in any of the said Courts of Record, or in riding or travelling, about the same informations, forfeitures or seizures, or in searching or seeking for matters or occasions that shall concern the same informations, forfeitures, seizures or any and every of them, viz. Pound for Pound, Shilling for Shilling, and Penny for Penny, as due occasion shall serve in that behalf. And also, that he the said *R R* shall and will render and give unto the said *I M* a just and true account of all his doings and proceedings in and about the premises, and shall make even and pay the said *I*, or at the least agree with the said *I* concerning the payment to be due upon all the reckonings which shall pass between the said *R* and *I* touching the premises, once every half year at the least, during the term aforesaid. And likewise (the same Covenant from *I M* to *R R*.) And further, the said *R R* covenanteth, &c. That he the said *R R* shall render and pay unto the said *I M* or his Assigns, the just moiety or one half of all such sum and sums of money as shall arise, come and grow, and be received by order of Law, by reason of all and every of any information or informations, forfeitures or seizures to be exhibited by the said *R* and *I* or either of them, as is aforesaid, or that shall be obtained or gotten by any agreement to be made concerning any of the informations, forfeitures or seizures (the portion of &c. being reserved and deducted) and that the said moiety of the premises so to be due to the said *I M* shall be delivered to the said *I M* or his Assigns, by the said *R* or his Assigns, alwayes within the space of, &c. next after the said *R* shall have recovered, received or obtained the said sum or sums of money, or any of them, by order of Law, or by agreement, without fraud or covin. * And the said *R R* covenanteth, &c. That he the said *R R* shall not meddle nor have to do with any other person or persons, but only with the said *I M* for or concerning any information or, &c. by him the said *R R* to be exhibited, or willed, or moved to be, &c. during the aforesaid term of &c. above specified (the like Covenant from *I M* to *R R*.) Furthermore, whereas the said *R R* hath already exhibited an information in the Court called, &c. against one *R F* of &c. as by the Records of the same Court appeared

Not

Now the said *R R* is contented and doth covenant, &c. That he the said *I M* shall have the just moyety or one half of all such sum or sums of money as shall arise, come or grow, and be received by order of Law, by reason of the said information, or that shall be obtained by any agreement to be made concerning the same (the portion of, &c. being reserved and deducted,) so that the said *I M* will bear and pay the one half of the charges to be sustained by reason of the said information, according as he hath covenanted to pay for the other informations without fraud or covin. Also it is covenanted, &c. That he the said *I M* shall deliver into the hands of the said *R R* at the sealing of these Indentures the sum of &c. which shall remain in the hands of the said *R* for and towards the maintenance of the aforesaid suits, until the next account to be had and made between the said *R* and *I* concerning the premises: And so upon the accomplishment of the said account, and other accounts to be made between the said parties during the said term, the said *I M* shall always deliver unto the said *R R* $\frac{1}{2}$ of &c. before hand towards the maintenance of the aforesaid suits. Provided always, and it is agreed, &c. That in case so shall happen the said *R R* to exhibit any information against any person or persons dwelling in, &c. in any Court or Courts (except it be sued in the *E.* the Crown Office or the Upper Bench) That then all the benefit and commodity with all such sum and sums of money as shall come, arise or grow by reason of every such information or informations which shall be so sued in the said Town of, &c. and not elsewhere, at the proper costs and charges of the said *R R*, shall be wholly employed to the proper use of the said *R* and his Assignes; any thing &c. Moreover, it is covenanted, &c. (the Covenant for Survivorship.

Covenant that *I M* shall have halfe the profit of one information already exhibited by *R R*, if *I M* will pay halfe the charges already disbursed, and after.

Agreed that *I M* shall put into the hands of *R R* the summe of, &c. for maintenance of suits, untill the next account.

A Proviso, that all informations exhibited in the *E.* and Upper Bench, shall be to the only use of *R R* against any person in such a Town, &c.

In witness, &c.

A Defeazance upon a Judgement.

THIS *I N D E N T U R E* made, &c. between, &c. *Witnesseth*, That whereas the said *T W* hath one recovery or judgement against the said *H G* in the Court of Upper Bench, for 100 l. debt, and 4 l. costs of suit, as by the Records in the said Court of Upper Bench in *Michaelmas* Term last past before the date hereof, it doth and may appear. Nevertheless it is agreed between the said Parties, and the said *T W* doth for himself, his Executors and Administrators, Covenant, promise and grant to and with the said *H G* his Executors and Administrators by these presents. If the said *H G* his Executors, Administrators or Assignes, or any of them, shall and do well and truly pay or cause to be paid unto the said *T W* his, &c. the full sum of, &c. at the now dwelling house of, &c. on the &c. That then the said *T W*. his Executors, Administrators, or Assignes, shall and will at the proper costs and charges of the said *H G* his Executors, Administrators or Assignes, acknowledg satisfaction upon Record of the said recovery or judgment of a 100 l. debt, and 4 l. costs of suit, as aforesaid. And the said *H G* doth Covenant, &c. That he the said *H G*. his Executors or Administrators, shall and will presently upon satisfaction acknowledged, as aforesaid, make, seal, and as his Deed, deliver to the use of the said *T W* his Executors or Administrators, a release of errors for or concerning the recovery or judgement aforesaid.

Covenant upon satisfaction to seal a Release.

In witness whereof, the said Humfrey Gother, &c.

An Indenture of Bargain and Sale of Manors, Lands,
&c. Demised by fourth parts to the Grantor,
and others; penn'd by Will. Noy Esquire.

THIS INDENTURE made, &c. Betweene, &c.
Whereas Sir Henry Harrington by his Indenture of de-
mise, under his hand and Seal, for the considerations therein
mentioned; hath demised, granted, and to farm letten un-
to *GW* of &c. the said *TG* by the name of *TG* of, &c.
RG of &c. *RM* of &c. and *BW* of &c. All those the
Manors, Townes, Villages and Hamlets, lying and being
within the Lordship, Countrey, Territory or Circuit of
Land called or known by the name of, &c. now being in
the County of *Wicklow*, and sometimes being in the County
of *Dublin*, and lying in the Country called the *Birnes* Coun-
try; that is to say, the Manors, Townes, Villages or Ham-
lets, called by the name of, &c. or by what other name or
names the same be called or knowne by, and also all the said
Lordship, Countrey, Territory and Circuit of Land, called
or knowne by the name of, &c. in the said County of *Wick-*
low, and in the said County of *Dublin*, or in either of them.
And also, all and singular Manors, Messuages, Grants, Cot-
tages, Mills, Castles, Fortillages, Lands, Tenements, Mea-
dowes, Feedings, Pastures, Mours, Heathes, Groves, Woods,
Underwoods, Free warren, Mines and Minerals of what
kind soever, Markets, Faires, Tolls, Court-leets, view of
Franks pledge, Customes, Wards, Marriages, Reliefs, Rents,
Reversions, Services, Priviledges, Juridictions, Profits,
Commodities, Advantages, Emoluments, and all other He-
reditaments whatsoever within the said Lordship, Countrey,
Territory and Circuit of Land, called, &c. or to the said
Manors, Townes or Castles, Messuages, Lands, Tenements
and Hereditaments, and all other the above recited premi-
ses, and every or any of them, belonging or in any wise ap-
pertain-
F f f

Recital.

Habendum.

pertaining, or with them or any of them at any time heretofore used or enjoyed, accepted, reputed, taken, knowne, or esteemed as part, parcel, member or appertinent of or to them or any of them, and the Reversion and Reversion, remainder and remainders of all and singular the premises, and every part and parcel thereof: To have and to hold one quarter and full fourth part of all and singular the said Lordship, Countrey, Territory and Circuit of Land, called, &c. and of the said Manors, Townes, Villages, Lands, Tenements and Hereditaments, and of all and singular other the premises above mentioned to be demised, granted and to Farm letten in and by the said recited Indenture of Lease (into four parts to be divided) unto the said *G W* his, &c. from the Feast of, &c. last past before the date of the said recited Indenture of Lease, unto the end and term of, &c. from thence next ensuing fully to be complete and ended, (without impeachment of or for any manner of waste.) And one other quarter or full fourth part of all and singular the said Lordship, Countrey, Territory and Circuit of Land, called, &c. and of the said Manors, Towns, Villages, Lands, Tenements, Hereditaments, and of all and singular other the premises above mentioned to be demised, granted and to Farm letten in and by the said recited Indenture of Lease (into four parts to be divided) unto the said *T G* his, &c. from the Feast of, &c. last past, before the date of the said recited Indenture of Lease, unto the end and terme of, &c. thence next ensuing fully to be complete and ended (without impeachment of or for any manner of waste :) and one other quarter or full fourth part of, &c. *ut supra*. And whereas also the said *Sir H H* for the consideration in the said Indenture mentioned hath for him, his, &c. given, granted bargained and sold unto the said *G W*, *T G*, *R G*, *R M* and *B W* their &c. All and singular trees, timber trees, woods & underwoods whatsoever now standing or growing, or which at any time hereafter, during the said term of, &c. shal stand and grow in and upon the premises before mentioned to be demised, granted, and to farm letten, in and by the said Indenture of Lease, and in and upon any part or parcel thereof,

in manner and form following; That is to say, one fourth or quarter part of all and singular the said trees, timber-trees, woods and underwoods, unto the said *G^{ve}* his, &c. (without impeachment of any manner of waste) to the only use and behoof of him the said *G^{ve}* his, &c. for ever with free liberty, at their will and pleasure to take and carry away the same trees, timber-trees, woods and underwoods. And one fourth or quarter part of all and singular the said trees, timber-trees, woods and underwoods unto the said *T^o* *G^{ve}* his, &c. (without impeachment of any manner of waste) to the only use and behoof of him the said *T^o* *G^{ve}* his, &c. for ever, with the liberty at their will and pleasure to take and carry away the same trees, timber-trees, woods and underwoods. And one other, &c. *ut supra*. Yielding and paying *Reddendum*, therefore yearly, during the said terme of *80^y* unto *Sec^{us}* the summe of *13^l 6^s 8^d*. of currant mony of *England* to be paid unto the hands of the Vice-Treasurer or General Receiver of the Kingdom of *Ireland* (for the time being) for and in discharge of the free Rente reserved or with which the premises are already chargeable to the use of *Sec^{us}* at the receipt of the Exchequer there, at the Feast of *Asc^{ension}* or within two Months next after either of the said Feasts by even portions. And also yielding and paying therefore yearly *Reddendum*, during the said terme of *80^y* unto the said *Sir^{us}* *W^m* and to his Heirs, or to such other person and persons to whom the immediate Reversion and Remainder of the premises shall descend or come, either in use or possession, the summe of *40^l* by *Asc^{ension}* at the Feasts of *Asc^{ension}* or by the said recited indentures of Lease, wherein also divers other Covenants, Grants and Agreements are contained, relation being thereunto had, more plainly and at large it doth and may appear. Now this Indenture witnesseth, That the said *T^o* *G^{ve}* at well won and in consideration of the summe of *80^l* then in hand before the executing and delivery hereof by the said *T^o* *G^{ve}*, well and truly paid, the receipt whereof the said *T^o* *G^{ve}* doth acknowledge and confesse by these presents. As witness, for and in confirmation, that the said *T^o* *G^{ve}* at the request and

Grant.

for the onely debt of the said *T G* standeth obliged and bound together with the said *T G* and others in and by divers several obligations bearing several Dates, in sundry sums of money therein contained, to several parties therein particularly named, and which are expressed in a Schedule indented hereunto annexed; and that the said *T G* hath promised and undertaken the payment of the same at the dayes of payment on which the same by the tenure of the several obligations in the said Schedule mentioned are and ought to be paid, and also in consideration that the said *T G* hath promised and undertaken the payment of the sum of, &c. which came to the hands of the said *T G* as Executor of the last Will and Testament of *M W* late of &c. deceased, and is a part of the filial portion of *A W*, *B W* and *C W* daughters of the said *M*, to them given and bequeathed by the said last Will and Testament of the said *M* their mother, and to be paid by the said Executor *T G* unto them the said *A B* and *C* on the daies of their Marriage, and for divers others good causes and considerations him the said *T G* thereunto moving; Hath granted, bargained, sold, aliened, assigned and set over, and by these presents doth, &c. unto the said *T G*, as well the aforesaid one fourth or quarter part (into four parts to be divided) to the said *T G* demised or granted, or mentioned to be demised or granted by the Indenture of Lease above recited, of and in the aforesaid Lordship, Country, Territory, and Circuit of Land, called, &c. and also of the said Manors, Lordships, Townes, Castles, Messuages, Lands, Tenements, Woods, Wood-ground and Hereditaments, and of all other the premises in or by the said recited Indenture of Lease, demised or mentioned to be demised or granted, and of every part and parcel thereof. And the one fourth or quarter part of all and singular the said trees, timber-trees, woods and underwoods, in and by the said recited Indenture granted, and one quarter or fourth part of all and singular such trees and timber trees, woods, and underwoods, and other profits whatsoever as have been sold, made, levied or received of the premises, or any part thereof since the Feast day of &c. last.

last past before the Deed Indented, above recited. As also all the Estate, right, title, interest, use, possession, rents, reversion and reversions, term of years to come, claim, and demand whatsoever, which he the said *TG* hath, or in any wise may, might, should or ought to have of, in, and to the said one fourth or quarter part (into four parts to be divided) as aforesaid, of all and singular the premises by the said recited Indenture of Lease demised and granted, and therein mentioned, to be thereby demised or granted; and of all the said trees, timber-trees, woods and underwoods, and other the aforesaid profits, and of, in, and to every part and parcell thereof by force and vertue of the said Indenture of Lease above recited, or any thing therein contained, or otherwise howsoever; together with all the right, interest, and property of him the said *TG* of, in, and to the said recited Indenture of Lease, and of, in, and to all other Deeds, Escrip'ts and Writings concerning the premises, or any part or parcell of them, or any of them: To have and to hold all the said one fourth or quarter part of all the said Lordship, Countrey, Territory, and Circuit of Land, called, &c. and of all the said Manours, Lordships, Townes, Castles, Messuages, Lands, Tenements, Woods, Wood-ground and Hereditaments, and of all other the premises by the aforesaid Indenture of Lease Demised and granted, or mentioned to be thereby Demised or granted, and all the said terme and estate of him the said *TG* of, in, and to the same, and all other the premises by these presents bargained and sold, assigned and set over, or herein mentioned or meant to be hereby bargained, sold, or assigned, and every part and parcell thereof unto the said *TG* his Executors, &c. from the ensealing and delivery of these presents forthwards, for and during all the residue of yeares and terme which by course of time are now to come and unexpired of the said term of, &c. in and by the said recited Indenture of Lease granted or mentioned. And the said *TG* for himself, his Exec. &c. doth Covenant and grant and with the said *TG* his Executors, &c. by these presents in manner and forme following. That is to say, that all the aforesaid

Habend.

Free from all
incombrances.

aforesaid one fourth or quarter part of all and singular the the said Lordship, Countrey, Territory and Circuit of Land, called, &c. and of all the said Manours, Lands, Tenements, Woods, Wood-grounds, Trees, Timber-trees, Underwoods, and Hereditaments, and the said estate, term, and interest of him the said T. G., of, and in the same, and all other the premisses by these presents mentioned to be granted, bargained, sold, or assigned, and every part and parcel thereof at the enfeoffing of these presents are and he, and so at all times hereafter, during the residue of the said term of, &c. by course of time now to come and unexpired, shall continue and be unto the said T. G., his, &c. clear and free, and clearly acquitted, exonerated, and discharged, or by the said T. G. his Executors, &c. sufficiently saved and kept harmless of and from all and singular former bargains, sales, grants, surrenders, arrearsages of Rents, cause and causes of forfeiture and re-entry, and of and from all other troubles, charges, and incombances whatsoever had, made, committed, done, or wittingly suffered or assented, unto by the said T. G. before the enfeoffing and delivery of these presents, (the yearly Rents, Covenants, charges and agreements in the said recited Indenture of Lease reserved or mentioned, on the Leasees or Tenants part hereafter to grow due to be paid, done and performed, according to the purport and true meaning of the said Indenture, of Lease, always excepted and foreprized.)

In witness, &c.

An Assignement of Tythes, in a very good forme.

THIS *INDENTURE* made, &c. Between Sir *E G* of &c. Knight, *T S* of &c. and *E B* of &c. of the one part, and *F C* of &c. and *W B* of &c. of the other part. *Witnesseth*, That the said *T S* and *E B* by and with the consent, and at the request of the said Sir *E G*, and for and in consideration of a competent summe of, &c. to them the said *T S* and *E B* in hand at and before the enfealing and delivery of these presents by the said *F C* and *W B* well and truly paid, whereof and wherewith they the said Sir *E G*, *T S*, and *E B* acknowledge themselves fully satisfied and paid, and thereof, and of every part and parcell thereof do clearly acquit and discharge the said *F C* and *W B*. Have granted, bargained, and sold, and by these presents have granted and their Heirs do fully, clearly and absolutely grant, &c. unto the said *F C* and *W B* their Heirs and Assigns for ever, all those their Tythes of *G*, alias *C* and *H*, and in either or any of them in the County of *Worcsh.* to the late Monastery of *P* in the said County of *W* lately dissolved, sometimes belonging and appertaining, and parcell of the possessions of the said late Monastery sometimes being. And all small and singular houses, edifices, buildings, barnes, stables, lands, tenements, wayes, pathes, passages, wast commons, tythes of corn, grain, sheaf, and hay, wooll, lamb, flax, hemp, and all other tythes whatsoever, as well great as small oblations, obventions, fruits, profits, rents, reversions, services, rights, jurisdictions, franchises, priviledges, commodities, advantages, emoluments and hereditaments whatsoever, with their appurtenances whatsoever, of what nature and kind soever they be, or by whatsoever names they are known, named, or called, situate, lying and being, coming, growing, or renewing within the Hamlets or fields, &c. aforesaid, or in either or any of them to the said tythes of *C* and *H* aforesaid, or either of them, or to any part

Grant.

part or parcell thereof belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainder whatsoever of all and singular the same tythes and other the premises in *G* &c. aforesaid, and of every part and parcell thereof, and the Rent and yearly profits whatsoever of all and singular the same premises, and of every part and parcell thereof, as fully, freely and wholly, and in as large and ample manner and form as, &c. by his Letters-patents under the Great Seal of *England*, bearing date at *Westm.* the &c. Did give and grant the said tythes and other the premises hereby mentioned, meant, or intended to be granted, bargained and sold, and every parcell thereof with the appurtenances amongst other things, unto the Right Honourable *G. &c. H I* &c. and *T R* &c. their Heirs and Assignes, in Fee Farm for ever, and as fully, freely, and wholly, and in as large and ample manner and form as the said *GH* and *T*, by their Indenture of bargain and sale, dated &c. and enrolled in the high Court of Chancery, did grant, bargain and sell the same tythes and other the premises, with the appurtenances, unto the said *T S* and *EB* their Heirs and Assigns for ever. Except notwithstanding, and out of this present grant, bargain, and sale, alwayes reserved the Rectory of *A* with the appurtenances in the said County of *Worcester*, and all, and all manner of tythes whatsoever in *A* aforesaid, with the appurtenances heretofore granted, bargained, and sold by the said *T S* and *EB* unto, &c. their Heires and Assignes in Fee Farm for ever, by Indenture, Dated, &c. To have and to hold the said tythes of *G* &c. aforesaid, and all and singular other the premises herein before mentioned, meant or intended to be hereby granted, bargained, and sold, and every part and parcell thereof with the appurtenances (except before excepted) unto the said *FC* and *WB* their Heirs and Assigns, to the onely proper use and behoofe of them the said *FC* and *WB*, their Heirs and Assignes for ever, to be holden of the said, &c. as of the Manour of *East-Greenwich* in the County of *Kent* by fealty only in free and common socage, and not in chief, nor by Knights service: Yielding and paying yearly unto &c. for the premises with

Exception.

Habenl.

Reddend.

with the appurtenances in G.&c. aforesaid, in the said County of Worcester. 2 s and 6 d of &c. at the receipt of the Exchequer, at Westm^r, or to the hands of the Bailiffs or Receivers of the premises for the time being, at the Feasts of, &c. by even and equal portions to be paid for ever. And the said, &c. do covenant, &c. to and with the said, &c. his, &c. That they the said, &c. their Heirs and Assigns, and every of them shal, or lawfully may at all times hereafter, and from time to time peaceably and quietly have, hold, use, occupy, possess and enjoy the said Tythes, and all other the premises with the appurtenances in G &c. aforesaid, and every parcel thereof (except before excepted) without any let, trouble, interruption, eviction, denial, or disturbance of &c. their heires or Assigns, or of any other person or persons lawfully claiming in, by, from or under him, them, or any of them, or by his, their, or any of their act, means, consent or procurement, free, clear, and clearly acquitted, exonerated, discharged, saved, or kept harmless of and from all former or other bargains, sales, gifts, grants, leases, assignments, mortgages, surrenders, statutes, recognizances, judgments, extents, executions, rents, arrears of rents, and of and from all other charges, estates, titles, troubles and incumbrances whatsoever, had, made, committed or done by them the said &c. or by any other person or persons by their, either or any of their act, means, consent or procurement. The rent, covenants, clauses and agreements by, and in the before mentioned Letters Patents for the premises reserved or mentioned, and from henceforth in respect of the same premises to be paid, done and performed, only except and fore-prized.

Covenant for
peaceable en-
joying.

In Witnesse, &c.

Ggg

*An Indenture of Partition, with good Covenants,
in a very good form; penn'd by
William Noy Esquire.*

Grants.

THIS INDENTURE made, &c. Between *HT* of
&c. of the one part, and *HH* of &c. of the other
part. *Witnesseth*, That whereas Dame *D S* of, &c. Wi-
dow, by Indenture of Lease, bearing date, &c. Hath for the
terme of, &c. commencing from the Feast day of, &c. and
for the yearly rent of, &c. thereby reserved to be due, and
payable at foure Feasts or Termes in the year: That is to
say, &c. or within six dayes next ensuing every of the same
Feast dayes by even and equal portions, demised, granted,
and to same letten unto the said *HT* and *HH* their
Executors and Assigns; All that piece or parcel of ground
or garden-plat, set lying and being in, &c. as it was then
agreed to be severed and divided containing in length, from
North to South, &c. and in breadth from East to West, &c.
which said piece or parcel of ground lyeth near and adjoy-
neth also unto, &c. And also all buildings made or set up in
or upon the said piece or parcel of ground or garden-plat, or
any part thereof; and all profits, commodities and appurtenan-
ces whatsoever to the same premises, and every or any part
thereof belonging or appertaining: Together with free in-
gresse, egresse and regresse in and through the high-
way, there only unto and from the said piece or parcel of
ground; as by the said recited Indenture of Lease, wherein
also divers other Covenants, grants, articles and agreements
are contained, whereunto relation being had, more plainly
may appeare. And for that the said piece or parcel of
ground or garden-plat doth now by force and vertue of the
said recited Indenture of Lease remaine as the proper goods
of the said *HT* and *HH* in common, without any partition
or division, which is not the meaning of them and either of
them: But contrariwise, that they and either of them, to-
che

Division.

the only and proper use and behoof of them and either of them, and either of their Executors, Administrators and Assignes, should and shall from henceforth be and remaine sole and proper owners of either of their severall parts of the said piece or parcel of ground or garden-plat, and such Edifices and buildings as now are thereupon erected, built and set up, at the equal charges of the said *HT* and *HH*. And the said *HT* and *HH* are contented and agreed, that a perfect partition and division shall be made of the said piece or parcel of ground and premises by the said recited Indenture of Lease demised; and such Edifices and Buildings as are thereupon erected, built and set up, in such manner and forme as hereunder is expressed: that is to say, That the said piece or parcel of ground, and such Edifices and Buildings, as thereupon are erected and set up, shall be divided in the midst by a strait line directly from the North to the South; and that the said *HT* his, &c. shall have and enjoy all that Easternly half part of the said ground and buildings, which is situate and being towards, &c. And that the said *HH* his &c. shall have and enjoy all that Westernly halfe part of the said piece or parcel of ground and buildings, which is situate and being towards, &c. and free ingresse, egress, regresse, course, recourse, passage and way unto and from the same by and through the Gate there standing and being on the East part of the said piece or parcel of ground at the North end thereof, and so directly overthwart the ground above mentioned and appointed to be belonging to the said *HT* from time to time, and at all times hereafter, during, and until the end, expiration and accomplishment, or other determination of such and so many years, and other time, as are now to come and unexpired of the said terme of, &c. in and by the said recited Indenture of Lease mentioned to be granted as aforesaid. And the said *H T* &c. doth covenant, &c. to and with the said *HH* his, &c. and to and with every of them by these presents, in manner and forme following, that is to say, That he the said *HH* his &c. shall and may peaceably and quietly have, hold, occupy, possesse and enjoy all and singular the said Western-

A Covenant,
for quiet and
peaceable en-
joying the
Westernly par-
cels of ground
and buildings.

A Covenant
for quiet and
peaceable en-
joying the Ea-
stern parcels
of ground and
buildings.

A Covenant
for reparations.

ly parcel of ground and buildings above by these presents mentioned and allotted to be belonging unto the said *H H*, from the day of the date hereof, for, during and unto the full end, expiration and accomplishment of all such and so many years and other time, terme and space, as are now to come, and unexpired of the said terme of, &c. in and by the said recited Indenture of Lease granted, as aforesaid, without any let, suite, trouble, denial, expulsion, forfeiture, recovery or interruption of or by the said *H T* his, &c. or of or by any other Person or Persons lawfully claiming, or which at any time hereafter shall pretend claim, lawfully challenge or demand any estate, right, title or interest of, in or to the same, by, from or under him, them or any of them, or by his or their or any of their assent, consent, right, title, means, suffrance or procurement. And the said *H H*, for, &c. doth Covenant, &c. to and with the said *H T* his, &c. by these presents, in manner and form following: That is to say, That he the said *H T*, his, &c. shall and may peaceably and quietly have, hold, occupy, possesse and enjoy all and singular the said Eastern parcel of ground and buildings above by these presents mentioned and allotted to be belonging unto the said *H T* from the day of the date hereof, forthwards, for, during and unto the full end, expiration and accomplishment of all such and so many years and other time, terme and space, as is now to come and unexpired of the said terme of, &c. in and by the said recited Indenture of Lease granted, as aforesaid, without any let, suite, trouble, denial, expulsion, forfeiture, recovery or interruption of or by the said *H H* his, &c. or of any other person or persons lawfully claiming, or which shall at any time hereafter pretend lawful claim, challenge or demand any estate, right, title or interest of, in or to the same, by, from or under him, them or any of them, or by his, their or any of their assent, consent, right, title, means, suffrance or procurement. And further, the said *H H* &c. doth covenant, &c. to and with the said *H T* &c. by these presents, That he the said *H H* his &c. or some of them, at his and their, or some of their own proper costs and charges, shall and wil from time to time, and at all times times here-

after

after during the term of years above-mentioned to be granted by the said recited Indenture of Lease, wel and sufficiently repair, uphold and maintain all that part and portion to him allotted of the said piece or parcell of ground above-mentioned, and thereof shall acquit and discharge the said *HT* his, &c. And also, that he the said *HH* his, &c. shall and will from time to time, and at all times hereafter during the terme of yeares above-mentioned, satisfie and pay, or cause to be satisfied and paid unto the said *HT* his, &c. the yearly rent of, &c. at four Feasts or Termes in the year most usuall: That is to say, &c. or within the time and space of, &c. by even and equall portions, for and in respect of his part of the rent reserved in and by the said recited Indenture of Lease. And further, that he the said *HH* his, &c. or some of them, shall and will at all times hereafter, and from time to time, during the terme of years above-specified, bear, pay and discharge a ratable and proportionable half part of all such charges and expences as shall be expended, disbursed and laid forth in and about the repairing, making up and amending of the Bridge leading out of *Lyther-lane* into the above-mentioned premises. And if it shall happen the said yearly rent of, &c. or any part thereof, to be behind, unpaid, in part or in all, contrary to the form aforesaid, being lawfully demanded: That then, and at all times after, it shall and may be lawfull unto and for the said *HT* his, &c. and every or any of them, into and upon all that part and portion of the said parcel of ground above allotted and appointed to be belonging to the said *HH*, and into every part thereof wholly to re-enter, and the same to have, hold, and for ever enjoy to his, and their own proper use and behoof; and the said *HH*, his, &c. and all others Occupiers of the premises, from thence utterly to expell, put out and amove; this Indenture, &c. And the said *HT*. for himself, his, &c. doth Covenant, &c. to and with the said *HH*. his, &c. in manner and forme following: (*viz.*) That he the said *HT*. his, &c. or some of them, at his and their, or some of their own proper costs and charges, shall and will from time to time, and at all

And that *H H*. shall pay the yearly rent reserved for and in respect of his part of rent.

A Covenant, that *HH* shall pay half charges about mending of the Bridge leading out of *Lyther-lane* to the premises. A Clause of re-entry upon non-payment of the rent.

* A Covenant for reparations of the aforesaid Bridge.

A Covenant
to pay money
towards the fi-
nishing of a
Well.

Covenant to
pay the Rent.

A Clause of
re-entry for
non-payment
of the rent.

times hereafter, during the term of years above-mentioned to be granted by the said recited Indenture of Lease, well and sufficiently repair, uphold and maintain all that part and portion to him allotted of the said piece or parcell of ground above-mentioned, and thereof shall acquit and discharge the said *HH*, his, &c. And also, that he the said *HT*, his, &c. shall and will at all times hereafter, and from time to time during the term of years above-specified, beare, pay and discharge a ratable and proportionable halfe part of all such charges and expences as shall be expended, disbursed and laid forth in and about the repairing, making up and amending of the Bridge leading out of, &c. into the above-mentioned premises. And further, that he the said *HT*, his, &c. shall and will satisfie and pay, or cause to be paid unto the said *HH*, his, &c. the summe of, &c. in lieu and full satisfaction of all such summe and summes of money as the said *HH*, for his part hath disbursed or shall lay forth in and about the making and finishing of the Well standing on the East side of the above-mentioned parcell of ground. And the said *HT*, for himselfe, &c. doth Covenant, &c. to and with the said *HH*, his, &c. by these presents, That he the said *HH*, his, &c. shall and will from time to time, and at all times hereafter, satisfie and pay, or cause to be paid unto the above-named Dame *DS*, her, &c. Rent-gatherers or Assignes, the yearly rent of, &c. at four Feasts or Terms in every year, viz. &c. or within the time and space of, &c. next ensuing every of the same Feast daies, by even and equall portions. And if it shall happen the said yearly rent of, &c. to be behind, unpaid, in part or in all, contrary to the form aforesaid, being lawfully demanded, and that the said *HH*, his, &c. shall not be then found in arrearages for non-payment of his aforesaid rent of, &c. or any part thereof: That then and at all times after, it shall and may be lawfull to and for the said *HH*, his, &c. and every or any of them, into and upon all that part and portion of the said parcell of ground above allotted and appointed to be belonging unto the said *HT*, and into every part thereof wholly to re-enter, and the same to have, hold, and

and for ever enjoy to his and their own proper use and behoof; and the said H.T. his, &c. and all others Occupiers of the premises, from thence utterly to expell, put out and remove: this Indenture, &c. And it is Covenanted, granted, concluded and mutually agreed upon by and betwixt the said Parties; and H.T. & H.H. for themselves, their severall Executors and Administrators, and either of them severally for himsele, his Executors and Administrators respectively, doth Covenant and grant to and with the other of them, his Executors and Administrators by these presents, in manner and forme following, viz. That if they the said H.T. and H.H. or either of them, or the &c. of them, or either of them, shall at any time hereafter be minded to demise, let, let or otherwise do or put away their whole estates of their severall parts of the said piece or parcel of ground to them above severally allotted, or any part thereof: That then he or they of them, his or their, &c. being so minded to put away his or their parts of the said piece or parcel of ground so allotted to them or either of them, as aforesaid, shall or will give notice in writing of such his determination to the other of them, his, &c. to the intent that the other of them, his, &c. may have the refusal thereof before any other: Giving or paying unto him or them that shall be so minded, as aforesaid, so much lawfull English money as any other will (*bona fide*) give or pay for the same.

In witness, &c.

A Covenant, that if the said H.T. and H.H. their, &c. or either of them severally for himself and his, &c. that if either of them be minded to demise, let or let, or otherwise do away their whole estate of their severall parts of the ground to them severally allotted, shall or will give notice in writing to the other of them, to the intent that he may have the first refusal thereof.

An Assignment of a Lease of Lands, made by the &c. which were seized for a Debt due to &c. by Obligation. Penn'd by William Noy, Esquire.

THIS INDENTURE made, &c. between, &c. witnesses, That whereas, &c. by Letters Patents, with the

the advice of his Councell, *W. Baron of, &c. and Sir W. AL. Knight, Chancellour of the Court of Exchequer at Westminster*, and the Barons of the same Court. Hath amongst other things Demised, granted, and to farm let unto the said *A B.* two Messuages or Tenements, and divers Lands, Meadows, and pastures, with the appurtenances, *sec.* lying, and being in, &c. within the Connty of, &c. upon the yearly rent of, &c. parcell of the Lands, Tenements, and Possessions of one *E F.* of &c. with the appurtenances, lately seized into the hands of, &c. by *F G.* Esquire, then Sheriff of the same County, the fourteenth day of, &c. for the Debt of, &c. which the said *E F.* yet standeth indebted unto, &c. in the aforesaid sum, as by his Obligation, Dated, &c. may appear. (Except, and alwayes reserved out of the said Grant and Demise unto, &c. all great timber trees, woods, underwoods, mines and quarries of the premises.) To have and to hold all those the said two Messuages or Tenements and other the premises, with all and singular their appurtenances in, &c. aforesaid (except before excepted) to the said *A B.* his, &c. from the Day of the Date of, &c. for and daring so long time as the same shall remain and be in the hands of, &c. Yeilding and paying yearly for the said two Messuages or Tenements, and other the premises with their appurtenances unto, &c. the full and whole summe of, &c. at the Feasts of, &c. at the receipt of the Exchequer at *Westminster*, or to the hands of the Sheriffes of the said County for the time being, by even and equal portions: As by the said Letters-patents, bearing Date at *Westminster*, &c. may appear. This Indenture now further witnesseth, that the said *A B.* for and in consideration as well of, &c. as also for divers and sundry causes and considerations him thereunto especially moving: Hath bargained, sold, assigned, and set over, and by these present Indentures doth, &c. unto the said *C D.* his Executors, &c. all and singular the said premises, and all the estate, term, right, title, interest, and demand which he the said *A B.* hath, may, might, should, or of right ought to have of, in, or to the said two Messuages or Tenements, and other the premises, with their appurtenances of the

Grant.

Exception

Habend.

Reddend.

Consideration.

Grant.

ments, and other the premises, with their appurtenances, of the said *EF* in and by the said Letters Patents demised and granted, or mentioned to be demised and granted to the said *AB* as is aforesaid, in as large and ample manner and form, as the said *AB* now hath and enjoyeth, or may have and enjoy the premises by force or in respect of the said Letters Patents to him granted. To have and to hold the said two Messuages or Tenements and other the premises with their appurtenances, and all the said estate, right, title, terme, interest and demand of the said *AB* in and to the same unto the said *CD* his &c. to his and their owne onely use and behoof, from the day of the date of these presents, as amply in all respects, and for so long time as the said *AB* hath, might, should or ought to enjoy the same by vertue of the said Letters Patents, or otherwise. And the said *AB* &c. covenanteth, &c. to and with the said *CD* his, &c. by these presents, That all and singular the said two Messuages or Tenements, and other the premises now be, and at all times from henceforth shall continue, remaine, and be, during all the continuance, force and effect of the said Letters Patents, to the said *CD* his &c. and every of them clearly acquitted, discharged and sufficiently saved harmless of and from all former bargains, sales, gifts, grants, leases, forfeitures, charges and incombances at any time heretofore had, made, or done, or hereafter to be had, made or done by the said *AB*, or by any other by, from, or under his term, estate, title, interest, means or procurement, since the date of the said Letters Patents. And also the said *CD* &c. doth covenant, &c. to and with the said *AB* &c. that he the said *CD* his &c. and every of them shal and wil at all time and times hereafter, and from time to time, as well discharge, save and keep the said *AB* his &c. against &c. of and from all and all manner of rent and rents hereafter to grow due and payable. As also of and from all and all manner of other debts, duties and demands hereafter to grow thereby due and payable for and on the part and behalf of the said *AB* his &c. in and about the said demised premises, or any part or parcel thereof in these presents.

A Proviso, that if the mony be paid at the day then this Assignment, bargain and sale to be void.

*** A** Covenant that *A B* at the request of *C D* shal shew forth and deliver to any person or persons in all & every place and places for the further perfect defending of the said demise, grant and sale.

A Covenant, that if *C D* shal sell or assigne the premises for more than the summe to the said *A B* before hand paid, that all such summes so received shall be paid to the said *A B*.

mentioned, bargained, sold, granted or demised unto the said *C D* or his Assignes. Provided alwayes, and neverthelesse the said *C D* for himself, his, &c. doth covenant, &c. to and with the said *A B* his, &c. by these presents, That if the said *A B* his &c. or any of them, do well and truly satisfie, content and pay, or cause to be satisfied, contented and paid unto the said *C D* his &c. within *Graves-hall*, &c. the said summe of &c. at and upon &c. next ensuing the date hereof, between the hours of &c. in the afternoone of the same day: That then upon the full and true payment of all the said summes of &c. the said *A B* his &c. shall have again to him and them re-delivered the said Indenture of Lease, with all the whole estate, right, title and interest of and in the premises, and in as full force without any incumbrance made by the said *C D* as the same now is the day of the date hereof: And that then and from thenceforth this present grant, assignment, bargain and sale shall be to all purposes in the law clearly void and of none effect, any thing before mentioned in these presents to the contrary, &c. *** And** the said *A B* for himselfe, &c. doth further covenant, &c. to and with the said *C D* his Executors, &c. by these presents, That upon reasonable request at all times hereafter shall and will shew and deliver forth the said Letters Patents to all person and persons in all and every place and places as the said *C D* his, &c. or any of them shall reasonably desire or require the said *A B* his &c. or any of them, for the further perfect defending of the said demise, grant and sale of the premises made by the said *A B* to the said *C D* and his Assignes. And it is further covenanted, consended, concluded and agreed by and between the said parties to these presents, That if the said *C D* shall before, &c. sell, assigne and convey away the premises herein demised for more then the said summe of &c. to the said *A B* before hand paid, that all and every such summe and summes of money so taken and received above the said summe of &c. by the said *C D* shall be answered and paid to the said *A B* his, &c. any thing herein contrained, &c.

*** And**

* And it is also covenanted, concluded and agreed by and betweene the said parties to these presents, That if it shall happen the afore demised premises or any part or parcel thereof at any time hereafter within the space of, &c. next ensuing the date hereof, and before the said, &c. with all charges be fully contented and paid unto the said *C D* his, &c. to be evicted from the possession of the said *C D* or his Assignes: Or if it shall fortune that the said money due unto &c. shall be within the said time satisfied and paid, by reason whereof the possession of the said *C D* and his Assignes be avoided and defeated, that then the said *A B* shall satisfie, content and pay unto the said *C D* the said sum of, &c. any covenant, article, clause or agreement to the contrary notwithstanding.

In witnesse, &c.

by reason whereof the possession of *C D* be avoyded, then the said *A B* shall D the said summe.

* A Covenant, that if the demised premises, or any part thereof within the space of, &c. next ensuing, with all charges be paid unto *C D* to be evicted from the possession of the said *C D*: And if the money due unto, &c. shall be satisfied, pay the said *C*

An Indenture where, &c. by Letters Patents to *I C* of certain Lands for term of three lives, and afterwards by another Letter Patent demised the same to *J C* in reversion, now the said *J C* selleth his interest by this Indenture. Penn'd by learned Councel.

THIS INDENTURE made, &c. between, &c. Witnesseth. That whereas, &c. by Letters Patents under the Great Seal of England, bearing date at *Westm*, &c. for considerations in the said Letters Patents mentioned, hath demised, granted, and to Farm letten unto the said *A B*, amongst other things in the said Letters Patents mentioned, All those

Demise.

H h h 2

Mes-

Recital. A * Messuages, Lands and Tenements, with all their appurtenances situate, lying and being in &c. parcel of the Manor of &c. to the late dissolved Priory of, &c. sometime belonging to the Duchy of Cornwall now annexed; and which to the said *I C* and *M* his wife, and to *C C* and their Assigns, by Letters Patents bearing date &c. for terme of their lives, and for the yearly rent of, &c. is demised and granted. (Except notwithstanding alwayes out of the same grant, and alwayes reserved all great trees, woods, underwoods, mines and quarries of the premises.) To have and to hold all the aforesaid Messuages or Tenements with the appurtenances (except before excepted) unto the said *A B* his, &c. after the death of the said *I C*, *M* his wife, and *C C* longer living, or other determination of their Estates, unto the end of the term, and during the term of &c. from thence next ensuing &c. Yeilding and paying therefore yearly from thence, to, &c. the said yearly rent of, &c. in such manner and forme as in and by the said Letters Patents thereof amongst other things made, as aforesaid, unto the said *A B*, whereunto relation, &c. Now this Indenture further witnesseth, that the said *A B*, for the consideration of &c. hath bargained, sold, given, granted, aliened, assigned and set over, and by these presents doth fully and absolutely bargain, &c. unto the said *I C* and to his Assigns as well all and singular the said Messuages, Lands and Tenements, with the appurtenances, so by the Letters Patents formerly demised and granted unto the said *I M* and *C* (except before excepted) as also all and singular the right, estate, title, interest, reversion, property, claim, term of years and demand whatsoever of the said *A B*, of, in and to the same. To have and to hold all and singular the said Messuages, Lands and Tenements, with the appurtenances aforesaid, (except before excepted) and all and singular the right, estate, title, interest, reversion, property, claime, terme of yeares and demand whatsoever of the said *A B*, of, in, and to the same, unto the said *I C* his &c. from the day of the decease of the longer liver of them the said *I, M* and *C*, or from any other determination of their estates, for, during and unto the end and terme of, &c. in and by the said Letters Patents granted,

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as aforesaid. And the said *A B.* &c. Covenanteth, &c. to and with the said *IC.* his, &c. viz. That all and singular the premises above by these presents bargained, sold, given, granted, alienated, assigned and set over, or mentioned or meant hereby to be bargained, &c. and every part and parcel thereof (except before excepted) the day of the date of these presents, and also at the enlisting and delivery hereof are and be, and so from henceforth shall or may continue during all the said term and time granted by the said Letters Patents unto the said *IC.* his, &c. clearly acquitted and discharged, or otherwise by him the said *A B.* his, &c. saved and kept harmlesse, of and from all and all manner of former bargains, sales, gifts, grants, leases, writings and incumbrances whatsoever had, made, committed or done by the said *A B.* his, &c. or by any other person or persons whatsoever by his, their, or any of their means, assent, consent, right, title or procurement: (The yearly Rent aforesaid, and Covenants in the same Letters Patents expressed, which on the part and behalf of the Lessee and Farmer of the premises are or ought henceforth to be paid and performed for and in respect onely of the same premises, onely except and foreprized) And the said *IC.* for him, &c. doth Covenant, &c. to and with the said *A B.* his, &c. by these presents in manner and form following, viz. That he the said *IC.* his, &c. after the commencement of the said term of, &c. shall and will well and truly pay and discharge, or cause to be paid according to the tenour and true meaning of the said recited Letters patents so made and granted, unto the said *A B.* the said yearly rent of, &c. and of the said yearly rent of, &c. and of all arrearages thereof shall and will at all times, and from time to time well and sufficiently acquit and discharge, or save and keep harmlesse the said *A B.* his, &c. and every of them against, &c. according to the true intent and meaning of these presents.

A Covenant, that the premises are free from Incumbrances whatsoever.

IC. Covenants to pay and discharge the rent and all arrearages, and save and keep harmlesse the said *A B.* according to the meaning of the Letters Patents.

In witness, &c.

*An Assignment of Letters Patents for a
Water-mill, from &c. and made over for the as-
surance of a Marriage-portion, with other
Covenants. Penn'd by Councill.*

Recital of the
premises.

THIS INDENTURE made, &c. betweene, &c.
Witnesseth, That whereas, &c. by Letters Patents under
the Great Seal of *England*, bearing date at *Westminster*, &c.
Hath demised, &c. unto *RT*, of, &c. all that Water-mill cal-
led, &c. with all their appurtenances in her said County of,
&c. and all those three roods of meadow with the appurte-
nances lying and being on the South part of the said Mills
and all that parcell of Land, called, &c. and also all those
nine acres of Land by estimation with the appurtenances
lying on the East part, and also all those dales and hills of
land as the same were inclosed from the Ferry called, &c.
unto the Mill aforesaid, and also all those nine acres of land
and pasture called, &c. with the appurtenances, and all those
two acres of meadow by estimation with the appurtenances,
lying in, &c. and also all those tythes of the same Mill and
Lands, or of any parcell thereof from time to time growing
or arising, with all and singular their appurtenances, then or
late before that in the tenure or occupation of, &c. or his
Assignes to the late Hospitall of, &c. in *England*, sometime
belonging or appertaining, and parcell of the possessions
thereof sometime being, and also all and singular Hou-
ses, Edifices, Buildings, Barnes, Stables, Dove-houses,
Orchards, Gardens, Tofts, Crofts, Curtilages, Lands, Mil-
dammes, Pools, Fishings, Waters, Water-courses, Streames,
Sea banks, Walls, Ponds, Pools, Fishings, places and fishing in
the water called the *Thames*, suit to the Mill, toll, profits,
commodities, advantages, emoluments and hereditaments
whatsoever, with all and singular their appurtenances, to the
said

aid Mill, and other the premises, or any parcell thereof by any manner of means belonging, appertaining, happening, or accrewing (except one small Tenement or Cottage wherein one, &c. lately inhabited, and one acre of ground thereto appertaining, and all great trees, woods, underwoods, mines and quarries of the premises) for the terme of, &c. commencing from, &c. last past, before the Date of the same Letters Patents, whereupon the yearly rent of, &c. is reserved payable at the Feasts of, &c. at the receipt of the Exchequer, to the hands of the Bayliffe or Receiver of the premises for the time being, as by the same Letters Patents. Which said *R.T.* afterwards declared by his Testament in his last Will, thereby ordaining *R.T.* and *R.T.*, his Sons Executors thereof, and died. By vertue of which said Testament in his last Will, and the probate thereof, they the said *R.* and *R.* were lawfully possessed of the same premises, the whole estate, right, title and interest of which said *R.T.* and *R.T.* was by Indenture of bargain and sale, dated, &c. lawfull conveyed and assured unto *W.L.* of, &c. and the estate, right, title, interest, property, use, possession, reversion, terme of years, claim and demand whatsoever of which said *W.L.* is in and to the same Letters patents, conveyances and premises, is by Deed indented, Dated, &c. lawfully conveyed and assured unto the said *R.B.* And furthermore, whereas Matrimony is intended betweene *C.H.* of, &c. Son-in-law of the said *T.P.* of the one part, and *M.S.* Daughter of, &c. and Daughter-in-law of the said *R.B.* of the other part. And whereas the said *T.P.* hath paid and imposed into the hands of the said *R.B.* before the sealing hereof, the summe of, &c. by and with the consent of the said *C.H.* as his stock. And whereas the said *R.B.* hath in consideration thereof, and lieu and satisfaction to another, &c. being the portion of the said *M.S.* now also dwelling in the hands of the said *R.B.* promised, that he the said *R.B.*, his, &c. shall and will at his, and their own charge, at the next Court Baron to be holden at and for the honour, &c. cause, and procure *J.H.* of, &c. or his Heirs, to make or cause to be made to the use of them the said

R.T. declared his Will, and made his Son Executors, whereby they were possessed of the premises, and by them conveyed to *W.L.* and *W.L.* conveyed the same to *R.B.*

A Marriage is intended betweene *C.H.* and *M.S.* Daughter of *R.B.* Moneys deposited into the hands of *R.B.* by *T.P.* for the stock of *C.H.* and for and in consideration thereof, and for the Portion of *M.S.* *R.B.* doth promise to surrender the premises to the use of *C.H.* and *M.S.* and their Heirs, according to the customs of the Manour,

C.H.

* R. B. promi-
seth to assign
a recognizance
of 400 l. in na-
ture of a Sta-
ture staple, and
also to become
bound in an
Obligation to
C. H. in the sum
of, &c. nor to
revoke the said
assignment.

† And R. B.
and one S. P.
shall also con-
vey and assure
unto H. and S.
a decimal Por-
tion or Pen-
sion with the
appurtenances
belonging to
the Monastery
of, &c. and
that H. and S.
shall receive
the rent there-
of, untill de-
fault of such
surrender a-
foresaid limi-
ted upon the
solemnizing
of the said
Marriage for
the full satis-
faction of the
aforesaid Stock
for H. and
portion for M.

C. H. and M. S. and the Heires of their two bodies lawfully
to be begotten; and for default of such issue, to the Heirs
of the said C. H. for ever, a good, lawfull, and absolute sur-
render and assurance, after and according to the custome of
the said Manour, of all that Messuage or Tenement, custo-
marily called, &c. within, &c. and of all and singular Barns,
Stables, Dove-houses, Edifices and Buildings thereto be-
longing, or to or with the same now or at any time here-
tofore used or occupied as parcell thereof; and of all those
customary Lands, Tenements and Hereditaments, as well
arable as pasture and meadow, within, &c. containing by
estimation, &c. or thereabouts, be they more or lesse, hol-
den by the said Manour of, &c. sometime in the occupation
of I. H. or of his Assignes, and now in the occupation of
the said R. B. or of his Assignes, and of all other the customary
Lands, Tenements and Hereditaments within, &c. aforesaid,
holden of the same Manour, which late were in the occupa-
tion of R. H. Father of the said I. H. and which to him the
said I. by right of inheritance, as Son and Heir unto the
said R. H. are descended, with all and singular their appur-
tenances for ever, without any condition or other limitation.
* And that be the said R. B. his, &c. shall on or before,
&c. also at his and their like costs and charges, convey and as-
sign unto him the said C. H. one Recognizance in the na-
ture of a Statute of the staple of 400 l. taken and acknow-
ledged the 19th day of, &c. before, &c. Knight, Lord chiefe
Justice of, &c. payable unto the said R. B. And that be
the said R. B. shall also on or before the said, &c. become
bound by obligation unto the said C. in the summe of, &c.
not to revoke the same assignment, nor to receive the said
debt of, &c. or any part thereof; nor thereof, nor of any
part thereof, to acquit and discharge the said I. H. his Heirs,
&c. of the same Recognizance. † And furthermore, that be
the said R. B. his, &c. or one S. P. of, &c. shall also at his or
their like charges, on or before the said, &c. enfeoffe, con-
firm and assure unto the said C. and M. and the Heirs of
their two bodies lawfully to be begotten; and for default

of such issue, to the right heirs of the said C for ever, all that Pension or Decimal Portion, with the appurtenances, lying and being in &c. sometimes belonging to the said dissolved Monastery of &c. and the parcel of the possession thereof. And that he the said C his &c. shall have the rents and benefits of the same customary Lands, Tenements, Hereditaments, and of the same Pension or Decimal, from the day of the date hereof, during and until the said &c. Or that in default of such surrender, conveyance and assurance within the time above limited, as before was expressed, shall truly pay unto the said T P his, &c. on the &c. to the use of the said C and M their &c. (if Marriage shall be in the mean time between them solemnized) the sum of &c. in full satisfaction as well of and for the said Rook of &c. so paid into the hands of the said R. As also in satisfaction of the said portion of, &c. due unto the said &c. Or no such solemnization of Marriage between them, being then or in the mean time had, shall truly pay unto the said T P his &c. to the use of the said C H his &c. the said summe of &c. in full satisfaction and discharge of the said summe of &c. by the said T P imposed or paid into the hands of the said R B. Now this Indenture further witnesseth, that the said R B, in consideration of the premises, and for other good considerations him moving, Hath bargained, sold, &c. unto the said T P, as well the said Letters Patents, and all and singular the premises thereby demised, and conveyances thereupon made and passed, as aforesaid, as also all and singular his right, estate, title, interest, possession, reversion, property, claim, term of years, and demand whatsoever, of, in and to the same. To have and to hold the said Letters patents, and premises thereby demised, and conveyances aforesaid, and all and singular his right, estate, interest, title, possession, reversion, property, claim, term of years and demand whatsoever, of, in and to the same, unto the said T P his &c. from the day of the date aforesaid, for ever, during and until the full end, expiration, and accomplished complement of all the residue yet to come and unexpired of the said term of, &c. in and by the said Letters patents granted.

Consideration
and Demise

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granted to *R B* for himselfe, his &c. Covenanteth, that he and with the said *T P* his &c. by these presents That all and singular the premises above by these presents bargained and sold, or mentioned, or hereby to be bargained and sold the day of the date of these presents, and also at the enfeoffing and delivery hereof, are and be, and in the day wherein breach or default shall be made of or in performance of the promise aforesaid, or in some part thereof, shall be and continue unto the said *T P* his &c. clear and clearly acquitted and discharged, or otherwise by him the said *R B* his, &c. saved harmless of and from all and singular former bargaines, sales, gifts, grants, leases, forfeitures, mortgages, re-entry, cause and causes of forfeiture and re-entry, and of and from all other charges, titles, troubles and incombrances whatsoever had made, committed, omitted done or suffered, or to be had, made committed, &c. by the said *R B* his, &c. or any other person or persons whatsoever, by his or their means, assent, consent, or procurement (the yearly rent aforesaid, and all and singular the Covenants in the same Letters patents contained which on the part and behalf of the Lessee or Farmor of the premises shall be braceforth due and performed. And one Indenture of Lease, dated &c. of five Messuages or Tenements adjoining together, parcel of the same premises, then or late in the several tenures or occupations of &c. with certain dales and bills of Lands thereunto adjoining; one other parcel of ground, late also in the tenure of &c. containing by estimation, &c. or thereabouts, and a Lymekyn thereupon erected for the term of &c. commencing from Michaelmas of St. Michael &c. next ensuing the date of the same Indenture of Lease, whereupon the yearly rent of &c. is reserved. And one other Indenture of Lease made unto *H* of &c. dated &c. of the Easternmost of the said two Watermills called &c. and the Outfall mill over the same, and certain Rooms, Lands, and other things therein particularly named, for the term of &c. commencing from &c. whereupon the yearly rent of, &c. is reserved. (All which rents which shall from and after the first breach of any part of the same proviso, continue due, and payable unto the said *T P* his &c. only excepted and reserved.)

The Rent reserved to be paid by the Lessee.

Rent reserved upon two Indentures for default of payment also to be and continue to *T P* upon the first breach of any part of the same.

The Rent reserved to be paid by the Lessee. Rent reserved upon two Indentures for default of payment also to be and continue to *T P* upon the first breach of any part of the same.

Provided always, and it is neverthelesse covenanted, granted and agreed upon by and between the said parties and the said T P for him, &c. doth covenant &c. to and with the said R B his &c. by these presents in manner and form following, that is to say, That if the said R B his &c. do and shall not and truly perform the aforesaid promise according to the tenor and true meaning of these presents; That then and from thenceforth, that is to say, from and after the day wherein the same promise shal be fully performed, this present Indenture of bargain and sale shal be void and of none effect. And that then also, or at any time hereafter, upon the reasonable request of the said R B his &c. to be unto him the said T P his &c. in that behalf made, the said Letters patents and conveyances shal be re-delivered unto the said R B his &c. safe and uncanceled, and without alteration of the property thereof, or of the premises thereby demised, or any part thereof, in the mean space to be done by the said T P his &c. in any wise, and the counter-part of the these presents to be cancelled. And further, that it shal and may be lawful to and for the said R B his &c. to have and enjoy all and singular the privileges by the same Letters patents demised, and the rents and profits thereof, to his and their own use to receive and take during and until some breach or default shal be made of or in the promise aforesaid, without any let or trouble of the said T P his &c. or any thing before in these presents contained &c. And furthermore, that upon due performance of the promise above mentioned, they the said C and M their &c. shal make, consent, and as their Deed deliver unto the said R B and unto his wife, late the Wife and Administratrix of the above named J S, one acquittance of the money, goods and chattels to her due. And finally, that upon payment of the said sum of &c. or before &c. according to the same promise (such marriage as is before mentioned being then in the mean time solemnized) or the payment of the said sum of 100 l. or before &c. according to the promise aforesaid, such marriage being during the said time unsolemnized: That then and from thenceforth all Writings, Conveyances and Assurances by the said R B his &c. or by the said J H or J P or either of them, their or

Pr ovise, that if R B shall truly perform the aforesaid promise, then this present Indenture of bargain and sale to be void, and the Letters patents shall be re-delivered by the said T P to R B.

† Covenant, that the said R B shall receive the profits of the premises until breach shall be made in the promise aforesaid.

* Also agreed, that upon payment of 100 l. and the Marriage also solemnized, then all by Writings and Assurances by the said R B or by the said J H and J P or either of them concerning the premises shal be delivered to the said R B and shal be for ever void and of none effect.

thier of rhein &c. touching the premises, or any thing thereto incident, shall be delivered to the said R. his &c. and shall be and enure to the only use and benefit of the said R. his &c. for ever, without any incombance to be had, made, or done by the said J. and M. or either of them, or the heirs of the said J. or any of them in any wise.

In witness, &c.

Bargain and Sale of Tythes, for three years;

Pennd by William Noy Esquire.

The Grant.

The form of
Graine.

*A Covenant, that the said tythe corn shall be enjoyed without the let or hindrance of any Person or Persons, and have haife the Barne to use, call'd the Great barne next the tythe barn, for terme of three years, if the Parson shall, along live.

THIS INDENTURE made, &c. Betweene, &c. *Wich sheweth* That for the consideration hereafter mentioned, the said R. hath given, granted, bargained and sold, and by these presents doth clearly give, &c. unto the said J. W. all that his three years Tyths of corn and grain, viz. &c. (name the corn) belonging to the said Parsonage, growing, renning, arising or being within the said Parish of A. and all the tytheable places of the same Parish, in such and as large and ample manner and form as they have been usually heretofore paid to the said Parson (except and reserved to the said Parson all the straw coming of all the wheat and rye, and also all the tythes of those parcels of ground, hereafter particularly mentioned and recited, viz. (name the ground, &c.)) * And the said Parson for him, &c. doth covenant, &c. to and with the said J. W. his, &c. in form following, viz. That he the said J. W. his &c. shall and may lawfully have, take, gather, receive and for ever enjoy all the said tythe Corn before given and granted (except before excepted) without any lawful let, eviction, recovery (or interruption) of any person or persons whatsoever (if the said Parson shall live until the said tythe corn (except before excepted) shall or conveniently may be gotten into the Barne.) And that he the said J. W. his, &c. shall and may have the free and peaceable use and occupation of all the whole Tythe barn, and the movery or one half of the great barn,

barn, which half is next the tythe barn belonging to the now dwelling house of the said Parson in *B* afore said, and of the whole lower barn commonly called, &c. therein to lay and bestow corn and grain, lately in the occupation of &c. and also of two lofts in the now dwelling house of the said Parson severally with lock and key, therein to lay and bestow the said tythe corne and grain, being likewise lately in the occupation of &c. and free and quiet accesse, way and passage with his horse, cart and carriages into and from every of the said barns, by and through the usual ways and passages now used & accustomed to the same, and free & quiet accels and recourse for & from the said lofts at all lawful and due times and hours, at all times and from time to time hereafter until the Feast of, &c. without any lawful let or interruption of any person or persons whatsoever (if the said Parson shall so long live, or that his Executor or Assigns shal or may so long have, hold, occupy and enjoy the afore said now dwelling house of the said Parson.) And also, that if any of the Tythes (except before excepted; And also, except the tythe of the ground belonging to the Vicar or Church which one *W^p* now occupieth) shall be detained, and not duly set forth and paid as they ought, then the said Parson at his own proper costs and charges shal with all convenient expedition attempt and commence suit against all and every the Detainer and detainers of the same Tythes (except before excepted) and shall effectually without fraud, covin or delay, prosecute all and every such suit and suits to an end, and shal do his endeavor to obtain and get all that which by any Indenture or Sentence shall be given to him in recompence of the said Tythes so detained in every and any such suit and suits. And shall truly pay unto the said *I* his &c. all and every such sum and sums of money as shall be paid unto him by reason of any such suits, or of any order or composition made or taken for the same Tythes from time to time within four dayes next after the receipt or attaining thereof; so that due, just and lawful prooffe be made thereof by the said *I* or his Assignes. In consideration whereof he the said *I* *W* his &c. covenanteth, &c. to and with the said Parson, his &c. in manner and form following,

Covenant, that if any the tythe be detained, the Parson at his costs & charges shal sue for the same, and free the Lessee from the said charge, and what shall be obtained by suit, is to be paid the Lessee or his Assigns.

The consideration to be paid for the said Tythes, and the uses of payments.

Covenant, that
I W shall rid
the barn by
such a day.

Covenant to
repair the barn
during the
time I W shall
hold it.

* Covenant to
deliver thirty
quarter of bar-
ley to the Par-
son so soon as
that can be
threshed out.

ing, viz. That he the said I, his &c. shal and will well and truly pay or cause to be paid unto the said Parson, his &c. at or in, &c. the sum of &c. in form following, viz. (name the days, &c.) without fraud or delay. And that he the said I his &c. shall lay and bestow all the tythe wheat and rye in the said lower Barn, called &c. and not elsewhere, and shal from time to time after the same shal be inned, thresh our all the said wheat and rye as he shall be thereunto required by the said Parson, and as the same may conveniently be done, without the prejudice or hurt of the the said I W. And farther, that his Executors or Assignes shall not only at and before the said Feast of &c. tid and clear the said Barnes and every of them of all their corn, straw, and stuff; but also wel and sufficiently repair and amend all such hurts, harms, spoils, waists and decayes as shall happen to come and be made or done to the said barns or any of them, by, through, for or in the default, negligence or means of the said I his, &c. And also that be the said I W his &c. shall at his or their own proper costs and charges wel and truly deliver, or cause to be delivered unto the said Parson, his &c. for his or their own proper provision of house out of the best of the Tythe corn as it riseth indifferently, eight quarters of wheat with heaps to every quarter, at the price of &c. and six quarters of rye at the price of &c. whereof seven quarters of wheat, and four quarters of Rye after the time of harvest, shall be delivered at all times when the same shall be demanded, or whensoever the same seven quarters of wheat, and four quarters of rye shall be ready to be delivered; and the other quarter of wheat, and three quarters of rye to be delivered as the said Parson shall spend and demand the same. * And also shal and will deliver, or cause to be delivered at the place and barn afore said, thirty quarters of barley, with heaps to every quarter, with as convenient speed as the same may be threshed, to the hands of the said Parson, his &c. so as the said Parson, his &c. shal wel and truly repay unto the said I W his &c. the like quantity of thirty quarters of barley within as convenient time as he the said Parson or his Assigns shall thresh the said corn out of his barn at home. And further, that he the said I W, his &c. shal at his or their like proper costs and charges upon

upon reasonable request made, provide for the said *R W* his &c. so much seed or seed-rye of the best, as will sow so much Land at *W* as the said *I W*, *H W* and *I* did lately sow together with pease and tares, the said *R* paying so much money as the said *I* shall give, disburse and lay out for the same. * Provided alwaies, and it is plainly and expressely meant, covenanted, granted, conditioned and agreed by and between the said parties, That if the said Parson shall dye and depart this world, before the said *I* his &c. shall or may lawfully and conveniently have gathered, taken away or inned all the said tythe corn before given & granted, (except before excepted) That then and from thenceforth all and every the payments of the said sum of, &c. shall cease and not be paid, this Indenture and every covenant and article herein mentioned (except the covenant hereunder mentioned) shall be utterly void and of none effect, any thing &c. And the said Parson for him, &c. doth covenant to and with the said *I W* his &c. by these presents, That if the said Parson shall dy and depart this world before all the said Tythe corn (except before excepted) shall or may conveniently be gathered or inned, that then the Executors or Administrators of the said Parson shall and will wel and truly pay or cause to be paid to the said *I W* his, &c. all the charges for the innings and gathering so much thereof as then shall be inned or gathered, upon a true accompt thereof to be delivered to the said Executors or Administrators of the said Parson, without fraud or covin.

In Witnesse, &c.

Covenant that the said *I W* shall provide so much seed-rye of the best, with pease and tares paying so much as *I W* shall lay out for the same corn to sow a certaine piece of ground * Provided, that if the Parson shall die & depart this life before *I W* shall have inned his said tythe, that from thenceforth the payments shall cease; and the Executors and Administrators of the said Parson shall pay to the said *I W* the charges of so much as is inned and gathered in.

*A bargain and sale of some Lands, as also a Lease of
other; as also a Letter of Attourney irrevocable
for receiving the profits of other Lands,
for satisfaction of debts.*

Recital of the
Bond or Obliga-
tion wherein
A B is bound
for *C C*.

Certain sums
of money due
to *A B* from *C*
D.

The considera-
tion to save
A. B. harme-
less.

The Grant.

THIS INDENTURE made &c. Between, &c. *Witnesseth*, That whereas the said *A B* at the special instance and request, and for the only Debt of the said *C D* standeth obliged with the said *C D* and one *R D* of &c. in the summe of, &c. to one *T A* of &c. for the payment of &c. to the said *T A*, on &c. next ensuing, as by the obligation thereof made, bearing date &c. may appear. And whereas also the said *A B*, at the like special instance and request, and for the onely debt of the said *C D* standeth obliged with the said *C* and the said *R D* in the summe of, &c. to one *E R* &c. for the payment of &c. on &c. next ensuing, as by the obligation thereof made, &c. *in super*. And whereas also the said *C D* is likewise truly indebted and doth owe unto him the said *A B* divers several summes of money lent by the said *A B* to the said *C* at several times amounting in the whole to the summe of &c. And also for that the said *A B*, instantly before the enfeoffing and delivery of these presents, hath paid, satisfied and delivered the summe of, &c. in ready money to the said *C D*. Now this Indenture further witnesseth, that as well for and in consideration of the discharge of the said several sums of money due and owing by the said *C* to the said *A B*, as also for and towards the satisfaction and discharge of the said several bonds whereby they the said *C*, *A* and *R* stand severally obliged, at the request, and for the only debt of the said *C*, and by and through which they the said *A* and *R* were and are like to be damnified: The said *C D* hath given, granted, bargained, sold, aliened and assigned, and by these presents doth, &c. unto the said *A B* his &c. all that Messuage or Tenement, with the appurtenances, called &c. situate, &c. now or late

in the tenure or occupation of, &c. And likewise for the consideration aforesaid, he the said *C. D.* hath granted, demised and to farm letten, and by these presents doth, &c. unto the said *A. B.* his, &c. all that Messuage or Tenement, Garden and Orchard, with the appurtenances, situate, lying and being in, &c. late in the tenure holding or occupation of, &c. To have and to hold the said Messuage or Tenement, and all and singular the premises, with the appurtenances, to him the said *A. B.* his, &c. for and during all the time and term of, &c. fully to be complete, and ended (if *I.* Wife of the said *C.* do so long live:) And the said *C. D.* for the consideration aforesaid, doth hereby authorize, constitute and appoint the said *A. B.* his true and lawful Attourney, irrevokable, to take, receive, perceive and enjoy, to his own proper use and behoofe, all and singular the rents, profits, commodities and emoluments whatsoever, yearly, and from time to time comming or arising, of all or any the Messuages, Lands, Tenements, and Hereditaments, copy hold, and free hold, situate, &c. now or late in the several tenures of, &c. or either of them, with free liberty and authority for him the said *A. B.* to convert, dispose and imploy the premises, or any part thereof, to his own use, or by leasing or demise the same yearly, or otherwise, for any number of years whatsoever, to others, according to the custom of the Manour wherein the same lyeth, will permit and suffer. And the said *C. D.* &c. doth Covenant, &c. to and with the said *A. B.* &c. That he the said *C. D.* shall and will from time to time permit and suffer the said *A. B.* to enjoy the same premises, and every part thereof, without revocation or adnullation of any authority given by these presents. * And shall at all times, and from time to time, make, do and execute all and every other matter and thing for the assuring and perfecting a good estate in the premises, or any part thereof, to him the said *A. B.* for the whole term of, &c. or any other term of years, (if *I.* the Wife of the said *C.* so long live:) And the said *C. D.* for the consideration aforesaid, hath granted, &c. unto the said *A. B.* and his Assigns, all and singular the goods, plate, household stuffe, and other things whatsoever of him the said *C. D.* and *I.* his Wife, or either of them in the

And also for the consideration aforesaid, hath further granted,

Habend.

A Letter of Attorney to *A. P.* from *C. D.* for to receive and enjoy the premises to his own proper use, and to let and set the premises according to the custom of the said Manour.

Covenant that *C. D.* shall suffer the said *A. B.* to enjoy the premises, without any let or hindrance, or adnulling any authority given.

* And *C. D.* Covenanteth to do all things fitting for the perfecting a good estate.

said Messuage or Tenement, called, &c. or elsewhere abiding, resting or remaining, contained, mentioned and expressed in a Schedule or Inventory to these presents annexed. To have, hold and enjoy the same, and every part thereof, to him the said *A. B.* his, &c. to his and their sole proper use and behoof. And the said *C. D.* &c. Covenanteth, &c. to and with the said *A. B.* &c. that it shall and may be lawful for him the said *A. B.* at all times convenient, into the said Messuage or Tenement, called, &c. to enter, and the said goods and charnels before-bargained, to take and seize to his use, without interruption of him the said *C.* his, &c.

¶ *In Witnesse, &c.*

¶ A Bargain and Sale of a Messuage, with the appurtenances, in Fee-Farm. Penn'd by *William Noy, Esq;* with very good Covenants.

Consideration.

THIS *INDENTURE* made, &c. Between, &c. *Witnesseth*, That the said *A. B.* for divers and sundry causes and considerations him moving, and especially for and in consideration of, &c. to him the said *A. B.* by the said *C. D.* well and truly contented and paid, in manner and form as hereafter in these presents is and shall be expressed and declared; that is, to wit, 200 l. parcel of the said summe of, &c. before the en-sealing and delivery of these presents; which said summe of 200 l. he the said *A. B.* for himself, his, &c. doth by these presents acknowledge and confesse himself to have received by the hands of the said *C. D.* and thereof, and of every part and parcel thereof, doth exonerate, acquit, and discharge the said *C. D.* his, &c. by these presents, and the residue of the said sum of, &c. to be by him the said *C. D.* his, &c. to him the said *A. B.* well and truly contented and paid in manner and form as hereafter in and by these presents is and shall be expressed, set down and declared. Hath given, &c. and to perpetual Fee-Farm demised, and by these presents doth, &c. unto the said

Grant.

C.

C. D. his Heirs and Assigns all that his Messuage or Tenement with the appurtenances now or late in the tenure and occupation of, &c. or of his Assigns situate, lying and being in, &c. together with all and singular Barns, Stables, Kilnes, Ox-houses, and other edifices and buildings, orchards, gardens, courts, yards, lands, tenements, meadows, leasowes, pastures, feedings, woods, underwoods, waters, commons, heaths, turbaries, mores, marshes, fishings, fishyards, rents, reversions, services, liberties and hereditaments whatsoever, with all and singular their appurtenances to the said Messuage or Tenement, &c. belonging or in any wise appertaining, or demised, leased or occupied together with the same Messuage or Tenement, or known, reputed, accepted or taken to be part, parcel, or member thereof of whatsoever nature, quality, or degree, the same or any of them be, or by what name or title soever the same or any of them be named, called, or known, situate, lying and being in, &c. or elsewhere within the said County of, &c. together with all and singular deeds, charters, writings, escripts and mynuments whatsoever concerning the said Messuage or Tenement, and other the premises, with their appurtenances, or any part or parcel thereof which be the said *A. B.* now hath, may have, or at any time hereafter lawfully come by without suit in law: To have and to hold, occupy & enjoy all and singular the said Messuage or Tenement, with the appurtenances, together with all and every the said barns, stables, kilnes, hey-houses, and other edifices & buildings, orchards, &c. *ut supra*, and other the premises, with all and singular their appurtenances, as is afore-said, together with all and every the said deeds, charters, writings, escripts and mynuments whatsoever concerning the same premises, or any part or parcel thereof unto the said *C. D.* his, &c. to his and their own only proper use and behoof in perpetual Fee-Farm for ever. Yielding and paying therefore yearly unto the said *A. B.* his, &c. the summe of, &c. at the Feast of, &c. or within 10 daies after either of the said Feasts next and immediately following by equal portions for all and all manner of suits, services, customs, duties, charges, exactions, impositions and demands whatsoever. And if it happen the said yearly rent of, &c. to be behind and unpaid in part

Habund. in Fee-Farm.

Reddend.

For non-payment of the rent to re-enter and distrain.

* And if the Rent shall be the space of, &c. behind and unpaid, being lawfully demanded, & no sufficient distress to be found, then the said *C. D.* his, &c. shall pay unto *A. B.* the summe of, &c. in the name of a penalty for every such default.

† *A. B.* Covenanteth, and *B.* his Wife, and all other Persons claiming hereafter any Estate to his or their uses within the time and space of, &c. next ensuing, at and upon the request of the said *C. D.* his, &c. and at his costs and charges in the law of the said *C. D.* shall and will do what may be done for the better assurance of the premises by any means whatsoever; so that the warranty do not extend any further then herein is expressed.

or in all by the space of, &c. That then it shall and may be lawful to and for the said *A. B.* his, &c. into the said Messuage or Tenement, and other the premises with the appurtenances, and every part & parcel thereof to enter & distrain, and the distress there found to lead, drive and carry away, and with him or them to detain and keep until he or they be of the said yearly rent with the arrearsages thereof (if any be) well and truly satisfied and paid. * And if it happen the said yearly rent of, &c. to be behind and unpaid in part or in all by the space of, &c. after either of the said Feasts in which it ought to be paid, as aforesaid, and the same being at the capital Messuage or Tenement aforesaid lawfully demanded, and no sufficient distress in or upon any part or parcel thereof can or may be found: That then and so often he the said *C. D.* his, &c. shall or will content and pay, or cause to be contented and paid unto the said *A. B.* his, &c. the sum of, &c. over and besides the said yearly rent and the arrearsages thereof for and in the name of a penalty for every such default or non-payment of the same yearly rent so being behind and unpaid by the space of, &c. after either of the said Feasts, as is aforesaid. † And the said *A. B.* for him, &c. Covenanteth, &c. to and with the said *C. D.* his, &c. and every of them by these presents, That he the said *A. B.* his, &c. and *E.* his Wife, and all and singular other Person and Persons whatsoever any estate having, pretending, or claiming to have to his, their, or any of their use or uses at all and every time and times hereafter within the time and space of, &c. next ensuing the Day of the enfealing and delivery of these presents, and at and upon the reasonable request and demand of the said *C. D.* his, &c. and at and upon his and their proper costs and charges in the Law shall and will do, make, knowledge, execute, suffer, perfect and perform, or cause to be done, &c. all and every such further act and acts, thing and things, devise and devises, conveyance and conveyances, assurance and assurances whatsoever lawful and

reasonable

reasonable as shall be reasonably and lawfully devised or advised by the said *C.D.* his, &c. or by his or their learned Counsel, &c. for the further & better assurance and sure-making of all and singular the said Messuage or Tenement with the appurtenances, and of all and singular other the premises, and every part or parcel thereof to him the said *C.D.* his, &c. in manner and form aforesaid; be it by fine, feoffment, warranty, deed or deeds inrolled, or by the inrolment of these presents, or by all or any the wayes and means aforesaid, or otherwise howsoever; so that the said warranty do not extend any further, nor against any Person or Persons, or their Heires, other then against him the said *A.B.* his, &c. and *R.R.* of, &c. and the Heires and Assigns of him the said *R.R.* and against *R.C.* of, &c. and *G.C.* Sonne and Heir apparent of the said *R.C.* and the Heires and Assigns of him the said *R.R.* and against *R.C.* of, &c. and *G.C.* Son and Heir apparent of the said *R.C.* and the Heires and Assigns of either of them, and against all and singular other person and persons whatsoever, and their Heires, any right, title, estate or interest, having, pretending, or claiming to have of, in, or to the same premises, or any of them, by, for, from, or under them the said *A.B.* *R.R.* *R.C.* and *G.C.* or any of them in or by any manner of way or means whatsoever. † And moreover the said *A.B.* for himself, &c. covenanteth, &c. to and with the said *C.D.* his, &c. by these presents, That all and every the said Messuage or Tenement, Lands, Tenements, Meadows, &c. and other hereditaments, and all and singular the premises with their and every of their appurtenances at the time of the enfealing and delivery of these presents, stand and be at all times hereafter and from henceforth shall be, stand, remaine and continue clearly exonerated, discharged, acquitted and saved harmlesse of and from all manner of former gifts, grants, bargains, sales, feoffments, alienations, entailles, wills, uses, leases, joyntures, dowers, recognizances, statutes merchant, statutes staple, eligits, obligations, covenants, promises, judgments, executions, issues, fines, amerciaments, forfeitures, penalties, entries, title of entries, intrusions, conditions, annuities, rents, rents charges, rents secke, arrearsages of rents, suits, services, heriots, duties, taxes, customs, impositions, and all

† *A.B.* Covenanteth that the premises at the sealing hereof are clearly discharged and saved harmlesse from all former bargains and sales, and all other engagements whatsoever.

other charges, demands and incumbrances whatsoever heretofore had, made, knowledged, procured, caused or suffered, or hereafter to be had, made, done &c. by or by the means or consent of them the said *A.B. R.R.* or either of them, or any other person or persons, or their Heires, any estate having, claiming or pretending to have of, in, or to the said premises, or any part, &c. by, for, from or under them the said *A.B.* and *R.R.* or either of them, or any other Person or Persons (the said yearly rent of, &c. in and by these presents above expressed, limited, and reserved to be paid yearly, and payable to him the said *A.B.* his, &c. in form aforesaid, and one lease or demise heretofore made, &c. by indenture Dated, &c. for and during the term of, &c. then and from thenceforth next and immediately following, and the several summes of money in and by these presents hereafter mentioned, limited and appointed to be paid to the said *A.B.* his, &c. for the whole, clear and absolute purchase of the said Messuage or Tenement, and other the premises, with the appurtenances in manner and form aforesaid only excepted and foreprized.) And further, the said *A.B.* for himself, his, &c. That he the said *A.B.* his, &c. shall and will from time to time, and at all and every time and times hereafter, and from thenceforth, clearly exonerate, acquit, discharge and save harmlesse as well the said Messuage or Tenement, and all and singular the premises, with the appurtenances; as also him the said *C.D.* his, &c. and his and their and every of their Lands, Tenements, Goods and Chattels, not onely against the aforesaid, &c. his, &c. but also against, &c. of, &c. by whatsoever name or names they the said, &c. now are, is, or shall be called, named or incorporated, as well of and from all and singular rents, services, arrears, suits of Courts, Heriots, relieves, duties, customes and demands whatsoever, at any time or times hereafter due, payable or demandable, or to be claimed and demanded as due out of, for or by reason of the same premises, or any part or parcel thereof, by him the said *C.D.* his, &c. and them the said, &c. of, &c. or any of them; as also all and all manner of distresses, penalties, forfeitures, entries, titles of entries, actions, suits, judgments, executions, troubles,

A.B. Covenants to save and keep harmlesse the said premises with the appurtenances, as also the said *C.D.* his, &c. their and every of their Lands, Goods and Chattels, not onely against the aforesaid, &c. but also against the, &c. of, &c. or by what name soever they be called, from all rent-services, &c.

troubles, costs, charges and other incumbrances whatsoever, of, for or by reason of any such rents, services, arrears, suits of Courts, Heriots, reliefs, duties, customs or demands, or any of them whatsoever. In consideration whereof, the said C.D. for himself, his, &c. doth Covenant, &c. to and with the said A.B. his, &c. by these presents, That he the said C.D. his, &c. shall and will well and truly content and pay, or cause, &c. unto the said A.B. his, &c. the summe of, &c. in manner and form following, viz. at or on the Feast, &c. next comming after the date hereof, between the houres of, &c. in the afternoon of the same day, within, &c. or at or in the place where the said outer Pentice now standeth, the summe of, &c. or at or on the Feast, &c. which shall be in, &c. between the like houres of, &c. in the afternoon of the same day, and within or at the place aforesaid, the summe of, &c. for the last payment and residue of all and singular the same sum of, &c. and in full satisfaction, discharge and entire payment of the same, for and in consideration of the full, clear and absolute purchase of the said Messuage or Tenement, and other the premises, with all and singular their appurtenances, in manner and form aforesaid, according to the true intent and meaning of these presents. † Provided alwaies, and nevertheless the said A.B. for him, his, &c. covenanteth, &c. to and with the said C.D. his, &c. by these presents, That he the said A.B. his, &c. shall and will at and upon the request and demand of the said C.D. his, &c. and at and upon the proper costs and charges in the Law of the said C.D. his, &c. seal and deliver, and lawfully tender and offer to seal and deliver at the Deed of him the said A.B. his, &c. unto him the said C.D. his, &c. at and upon every payment, or other sufficient satisfaction and discharge of every of the said summes of, &c. so to him the said A. his, &c. to be had or made by him the said C.D. his, &c. as aforesaid, one good, sufficient and lawful acquittance in writing, subscribed with the hand, and sealed with the seal of him the said A.B. his, &c. so receiving the said summe, as is aforesaid, testifying, acknowledging and averring the payment and receipt of the same: These Indentures, or any thing, clause, article, covenant, pro-

In consideration on C.D. covenanteth to pay to A.B. the sum of, &c. on the Feasts, &c. in full discharge of the purchase of Messuages, &c.

† Provided, that the said A.B. shall seal and deliver at the request of C.D. and at the costs of the said C.D. in the Law, as the Deed of him the said A.B. unto the said C.D. upon every payment, a good and lawful acquittance in writing under his hand and seal, testifying the payment of the same.

vifo.

Proviso, and agreed by the said Parties, that if default of payment be made by C. D. and A. B. tendering and offering acquittance or acquittances in writing, testifying the payment and receipt of the same: that then it shall be lawful for the said A. B. and his, &c. to re-enter, and the same to have again and enjoy as in their former right, any thing in these presents notwithstanding.

A. B. Covenanteth, that if the said C. D. his, &c. shall by any manner of means be outed of the premises by any person to be recovered or lawfully evicted out of the possession of the said C. D. by due course of Law, then the said A. B. upon the reasonable request of the said C. D. his, &c. at such Dayes and Feasts in these presents expressed, shall truly content and pay to the said C. D. all such sum and sums of moneys received by the said A. B. before the said eviction decree.

viso or sentence therein contained to the contrary hereof in any wise notwithstanding. Provided alwayes, and it is also Covenanted, granted and agreed by and between the said Parties, and the said C. his, &c. doth Covenant, &c. That if default of payment be hereafter had or made of or in any of the said payments of any the said several summes of money last before mentioned, at any of the said several Feasts ayes in which the same, or any of them, are by these presents above limited and appointed to be paid, on otherwife if the said summes or any of them be not duly and fully satisfied and discharged according to the true intent and meaning of these presents, and he the said A. B. his, &c. tendering and offering unto him the said C. D. his, &c. such sufficient and lawful acquittance or acquittances in writing, testifying the payment and receipt of the summe, as in these presents is above expressed and declared: That then and at all times from thenceforth, it shall and may be lawful to and for him the said A. B. his, &c. into and singular the said Messuage or Tenement, and all other the premises, with their appurtenances, wholly to re-enter, and the same to have again, re-possesse, and re-enjoy, as in his or their former right or title and estate. This Indenture, or any thing, clause, of covenant therein, &c. notwithstanding. Provided finally, and moreover it is the true intent and meaning of these presents, and of the said Parties to the same, and the said A. B. for him, &c. doth covenant, &c. That if in case it fortune the said Messuage or Tenement, and other the premises, or any of them, or any part or parcel thereof, at any time or times hereafter to be by any person or persons whatsoever, recovered, or otherwife lawfully evicted from, against, or out of the possession of him the said C. D. his, &c. by due order or course of Law, of, in or to the same premises, or any of them. Or if it happen any Decree in or upon any Bill of, then the said A. B. his, &c. shall and may be lawful to and for him the said A. B. his, &c. upon the reasonable request of the said C. D. his, &c. at such Dayes and Feasts in these presents expressed, shall truly content and pay to the said C. D. all such sum and sums of moneys received by the said A. B. before the said eviction decree.

Complainr, or any Judgment or Verdict in any suit, writ or action, real, personal or in plea whatsoever to passe or be given against him the said *C.D.* his, &c. or any of them, or against his, their or any of their rights, titles or interests of, in and to the same premises, or any part thereof, is or shall be disposed, avoided, adnulled, defeated or undone, without fraud or covin. That then and in such case, he the said *A.B.* his, &c. or some of them within, &c. next after such recovery, eviction, decree, judgment or verdict so to be had, given and passed, as aforesaid, at and upon the reasonable request and demand of the said *C.D.* his, &c. and at such dayes, times and Feasts, and in such manner and form, as in and by these presents shall be hereafter expressed, limited and appointed, shall and will well and truly content, satisfie and pay, and cause to be satisfied, contented and repaid unto him the said *C.D.* his, &c. all and every such and the like sum and sums of money as he the said *A.B.* his, &c. shall then before, that is, to wit, before any such recovery, eviction, decree, judgment or verdict, as is aforesaid, have had or received of, at or by the hands of him the said *C.D.* his, &c. or any of them, for or in consideration of the said purchase of the said Messuage or Tenement, and other the premises so as is before said; that is, to wit, by such like payments, portions, and several summes, as he the said *A.B.* his, &c. shall have had or received the same: The first payment thereof to be had and made within, &c. next after such recovery, eviction, decree, judgment or verdict so to be had, passed or given, as aforesaid, at or within the outer Pentice, &c. and the second and next payment thereof to be had, &c. and made in and upon the Feast-day of, &c. then next and immediately following, between the houres of, &c. in the afternoon of the same day, and at or in the place aforesaid, and so forth yearly at the like dayes of, &c. and between the like houres of, &c. in the afternoon of every such Feast day of, &c. and at or in the place aforesaid, untill every such or the like summe or sums of money as he the said *A.B.* his, &c. or any of them, shall so then before any such recovery, eviction, &c. have had or received at, of or by the hands of him the said *C.D.* his, &c. or

Judgment or Verdict of the said *C.D.* his, &c. in consideration of the said purchase.

The first payment to be made within, &c. next after recovery, eviction, decree, judgment or verdict so to be had, passed or given, at the second payment at, &c.

any of them, for or in consideration of the said purchase of the said Messuage or Tenement, and other the premises, as is aforesaid, be or shall be by him the said *A. B.* his, &c. unto him the said *C. D.* his, &c. well and truly satisfied, contented and paid, without fraud, covin or delay: This Indenture, or any thing, clause, proviso, covenant or matter therein contained, or any other matter or thing whatsoever to the contrary in any wise notwithstanding.

¶ *In Witnesse, &c.*

¶ *An Indenture of a Lease of a House in London.
Penn'd by Robert Maſon, Eſquire.*

Consideration.
Grant,

Recitall

THIS *INDENTURE* made, &c. Between *Wm. Nesſerth*, That whereas *E. A.* of, &c. by his Indenture of Lease, or Deed indented, bearing date, &c. for the consideration therein mentioned, did demise, grant and to farm let unto the said *A. M.* all that Messuage, House or Tenement, with all and singular Cellars, Sottars, Chambers, Yards, Lights, Watercourses, Sinks, Gutters, Easements, Commodities and Appurtenances whatsoever thereunto belonging or appertaining, set, lying near, &c. abutting next and upon, &c. on the North, and upon the Tenement there, then in the occupation of, &c. on the East; and the Alley or way there, leading to the Church-yard aforesaid, on the West; together with free ingresse, egress and regress, course and recourse into and from the Well in the alley belonging to the said Messuage or Tenement of the said *E. A.* there at all times, and from time to time during the said term by the said Indenture demised: To have and to hold, &c. Yielding and paying, &c. as by the said Indenture, amongst, &c. may appear. And whereas also the said *E. A.* and *M.* his Wife, by a certain

*Habund. &
Reddend.*
The Confirmation of the Wife for the

sale of the said Lease for the term of years to come by the said Indenture, and under the Covenants and Articles in the said Indenture appeareth.

writing

writing or poll-deed, Dated, &c. acknowledged by the said *E. A.* and *M.* before *W. F.* Sergeant at Law, and Recorder of the City of London, and *H. P.* Alderman of the same City, the said *M.* being solely thereupon examined, according to the custome of the same City, did confirm, ratifie, and allow unto the said *A. M.* his, &c. the said Grant, Demise and term of years, and all things in the said Deed indented contained or specified, and the whole estate, interest and term of years that the said *A. M.* then had, or he, his Executors, &c. or any of them, then after should or might then have to come in the said Messuage, House or Tenement, and other the premises, with the appurtenances, by any meanes, by reason of the said Grant, Demise or Lease made by the said *E. A.* to the said *A. M.* To have, hold, possesse and enjoy the same for the term of years then to come in the said Indenture of Lease, under the Reservations, Covenants and Articles in the same Indenture of Demise; as by the said poll-deed, or writing of Confirmation, more at large may also appear; the estate, interest and term of years to come, of which said *A. M.* of and in the said premises is sithence lawfully come unto the said *D. L.* by vertue of the execution of the last Will and Testament of the said *A.* and the said *D. L.* is now lawfully possessed thereof. And whereas also the said *T. W.* at the request of the said *D. L.* and for her debt, together with her, by one Obligation bearing date, &c. stand joyntly and severally obliged and bound unto *S. R.* and *M.* his Wife, in the summe of, &c. with condition endorsed for the payment of, &c. upon the, &c. at or within, &c. as by the said Obligation, &c. may appear. And where also the said *D. L.* is duly indebted unto the said *T. W.* in the summe of, &c. Now this Indenture further witnesseth, That the said *D. L.* as well for and in consideration of the indemnity and saving harmlesse of the said *T. W.* of and from the said Obligation of, &c. as also for the security and sure

A. M. since lawfully seized of the premises, & sithence come unto *D. L.* by vertue of the Will made by *A. M.* and is lawfully possessed thereof.

T. W. standeth bound for *D. L.* and also is otherwise indebted unto *T. W.* and in consideration thereof, and for saving the said *T. W.* harmless from the said Obligation, and for the same payment thereof.

hath granted the said Messuage or House, with all the goods, implements and household stuffe to the said *T. W.* with all the estate, right and title of the said *D. L.*

Habund. the right and title whatsoever of the said *D. L.* in the said house, with the goods, unto the said *T. W.* during the time to come with the said Indenture of Lease.

* *D. L.* Covenants, that the said Indenture of Lease is at the sealing of these presents a good and sufficient Lease in Law, and in full force, and that she the said *D. L.* is lawfully interested, and hath full power to grant and sell the same.

payment of the said summe of, &c. Hath given, &c. unto the said *T. W.* the aforesaid Messuage, House or Tenement by the said Indenture of Lease demised, and all the goods, implements, hangings and householdstuffs of the said *D.* now remaining and being within or about the said Messuage or Tenement, and also all the estate, right, title, interest, use, possession, reversion, claim, property, demand and term of years whatsoever, which she the said *D. L.* or any other Person or Persons to her use, may, can, should, might or ought to have, claim or demand of, in or to the said Messuage, House or Tenement, and all other the premises, with the appurtenances, by the said Indenture demised, by vertue of the said Indenture of Lease and Deed of confirmation, or by force of the last Will and Testament of the said *A. M.* or otherwise howsoever, together also with the same Indenture of Lease and Deed-poll, or writing of confirmation. To have and to hold the said Messuage, House or Tenement, with the appurtenances, and all the said estate, right, title, interest, use, possession, reversion, claim, property, demand and term of years whatsoever, of her the said *D. L.* of, in and to the said Messuage or Tenement, and premises, together with the same Indenture of Lease ann poll-deed aforesaid, unto the said *T. W.* his, &c. from the day of the date hereof forthwards, for and during so long time, and such residue and so many years as are yet to come and unexpired of the said term of, &c. in and by the said Indenture of Lease granted: And to have and to hold all the said goods, implements, hangings and householdstuffs of the said *D. L.* now remaining or being in or about the said Messuage or Tenement, unto the said *T. W.* his, &c. to his and their own proper use for ever. * And the said *D. L.* for her, &c. Covenanteth, &c. to and with the said *T. W.* his, &c. by these presents, in manner and form following, *viz.* That the said Indenture of Lease the day of the date hereof, and at the ensealing and delivery of these presents, is a good, sure and

Sufficient

sufficient Lease in the Law, and standeth in full force and effect; and that she the said *D.L.* the day of the date hereof, at the enfealing and delivery hereof, is lawfully interessed in the said Lease, and premises thereby demised, and hath full power, good right, and lawful authority to grant, bargain and sell the said Indenture of Lease, and all other the premises by the said Indenture mentioned to be demised, or hereby mentioned to be bargained and sold, in manner and form aforesaid. And also, the said *D.L.* for her, &c. Covenanteth, &c. to and with the said *T.W.* his, &c. by these presents, That the same Indenture of Lease, and the said Messuage, House or Tenement, with the appurtenances, and all other the premises hereby mentioned or intended to be bargained and sold, at the enfealing and delivery of these presents, are and be, and so shall continue during the residue of the said term of, &c. yet to come, free, clear and clearly acquitted, exonerated and discharged of, and from all and all manner of former bargains, &c. (*that it is free from incumbrances*) (the said yearly rent of, &c. by the said Indenture reserved, and all other the Covenants and Agreements in the same Indenture contained on the Tenants behalf, from henceforth to be paid and performed, onely excepted and foreprized. Provided alwayes, and it is agreed by and between the said Parties to these presents, that if the said *D.L.* her, &c. or any of them, do well and truly pay or cause to be paid, &c.: That then this present bargain, sale and assignement of the said Lease, and other the premises, shall be to all intents and purposes void and of none effect. And further, the said *D.L.* for her, &c. Covenanteth, &c. to and with the said *T.W.* his, &c. That he the said *T.W.* his, &c. from and after default of payment shall be made in any the several summes of, &c. shall and may peaceably and quietly have, hold, occupy and enjoy the said Messuage, House or Tenement, with the appurtenances, and perceive, receive and take the issues and profits of the premises hereby mentioned to be bargained and sold, according to the true intent and meaning of these presents, without the let, trouble, disturbance, or molestation, or eviction,

D.L. Covenants, That the premises are free and clear from all former bargains, and free from all incumbrances, the said yearly rent of the premises reserved.

Proviso, That if *D.L.* shall on the, &c. pay unto the said *T.W.* the sum of, &c. then the bargain, sale and assignment to be void; and if default be made in the payment of the said sums, then *T.W.* is to enjoy the said premises without the let or disturbance of the said *D.L.* or her, &c.

And further, upon the payment of the said sum, &c. unto the said *T. W.* by *D. L.* the said *T. W.* shall and will deliver up unto the said *D. L.* her, &c. the said Indenture of Lease or writing of confirmation, safe, whole and uncanceled, together with the counterpart of these presents, and one Obligation of the date thereof, wherein *D. L.* standeth bound for performance of Covenants, and true payment of the rent.

eviction of the said *D. L.* her, &c. or any of them, or of any other Person or Persons whatsoever. And the said *T. W.* for him, &c. Covenanteth, &c. to and with the said *D. L.* her, &c. that she the said *D. L.* her, &c. untill default shall be made in payment of the said several sums of, &c. or either of them, the said Messuage, House or Tenement, with the appurtenances, and the rents and profits of the premises, shall and may peaceably and quietly have, hold, possesse and enjoy, without any let, trouble, disturbance, molestation, eviction or expulsion of the said *T. W.* his, &c. this Indenture, &c. notwithstanding. And further, that upon such full payment of the said several summes of, &c. the said *T. W.* his, &c. shall and will re-deliver, or cause to be re-delivered unto the said *D. L.* her, &c. the said Indenture of Lease and poll-deed or writing of confirmation, safe, whole, uncanceled and undefaced, together with the counterpart of these present Indentures of assignment under the hand and seal of the said *D. L.* and one Obligation of the date hereof, wherein the said *D. L.* standeth bound for performance of the Covenants contained in these presents, to be cancelled and made void. And lastly, the said *D. L.* &c. Covenanteth to and with the said *T. W.* his, &c. that she the said *D. L.* her, &c. shall and will well and truly pay or cause to be paid unto the said *E. A.* his, &c. the said yearly rent of, &c. by the said recited Indenture of Lease reserved, and also shall perform all other the Covenants and Agreements in the said Indenture comprized, according to the tenour of the same Lease, untill default shall be made in payment of the said several summes of, &c.

In Witnesse, &c.

As

¶ *An Indenture of Assignment of an Obligation, with a Letter of Attourney for the recovery of the summes of money contained in the said Obligation and Condition thereof. Penn'd by R. Mason, Esquire.*

THIS INDENTURE, &c. Witnesseth, That whereas *E. K.* together with one *L. B.* of *London, Gent.* by one Obligation, Dated, &c. became joyntly and severally bounden unto the said *R. VV.* in the sum or penalty of 100 l. of, &c. with condition thereupon endorfed for the payment of, &c. on the, &c. at the, &c. as by the said Obligation and Condition, &c. And whereas the said 55 l. nor any part thereof, was not paid by the said *E. K.* and *L. B.* nor either of them to the said *R. VV.* at the day and place limited in the Condition of the said recited Obligation for payment thereof, and thereby the same Obligation became to be forfeited. Now know ye, that the said *R. VV.* hath granted, assigned and set over, and by these presents doth grant, assign and set over the said Obligation above-rehearsed, and all and every sum and sums of money in the said Obligation and Condition therein contained, and all his estate, right, title, interest, property, remedy, profit, advantage, claim and demand of, in and to the same, and every part thereof, to the onely use and behoof of the said *T. M.* his Executors, Administrators, and Assigns for ever. And for the better recovery and enjoying of the premises, the said *R. VV.* hath assigned, made, ordained, deputed, and in his place and stead, and by these presents doth assign, ordain, constitute and make the said *T. M.* his Executors and Assigns, his true and lawful Attourney and Attorneys irrevokable, for and in the name or names of the said *R. VV.* his Executors or Administrators, (but never thelesse to and for the onely use and behoof of the said *T. M.* his Executors and Assigns,) to sue for, ask, leavy, recover, demand and receive of the said *L. B.* his Heires, Executors or Administrators, all and every such summe and summes of money whatsoever as are due and payable unto the said *R. VV.* or

which

E. K. and *L. B.* stand bound unto *R. VV.* by Obligation, in the penalty of 100 l. for the payment of 55 l. on, &c. and no payment is made by either of them of the same, *R. VV.* hath made over the said Obligation, with all his right and interest thereto, unto *T. M.* with a Letter of Attourney for recovery of the said debt.

which shall or may be lawfully had or received by the said *R. VV.* his Executors or Administrators, upon or by force, vertue or means of the Obligation aforesaid, or by reason, force or means of any lawful action, suit, processe, judgment, execution or proceeding thereupon hereafter to be commenced, attempted, prosecuted, obtained or had in any manner of wise: Giving and by these presents granting unto the said *T. M.* his full power and lawful authority touching the premises, for and in the name or names of him the said *R. VV.* his Executors or Administrators, by all lawful waies and means whatsoever to the use aforesaid, to do, say, sue, implead, prosecute, pursue, seize, sequester, arrest, attach, imprison and to condemn; and out of Prison to deliver, and to reckon, receive, compound, agree, release, acquit and discharge one Attorney or moe under him or them, to substitute and make, and at his or their pleasure the same to revoke. And further, to do, follow, execute, end and determine all and every other act and acts, thing and things whatsoever that shall be meet, needful and requisite to be had, made or done in or about the recovery, receipt or execution of the premises, as amply in every respect as the said *R. VV.* his Executors or Administrators, or any of them, might or could do if the said *R. VV.* his Executors or Administrators were thereat from time to time present, and did the same personally. ¶ And whatsoever the said *T. M.* his Executors, Substitutes or Assignes, or any of them, shall lawfully do, or cause, or procure to be done in or about the premises to the use aforesaid, he the said *R. VV.* his Executors and Administrators, do and will ratifie, confirm and allow the same irrevokable by these presents. And the said *R. W.* for him, his Executors and Administrators, doth, &c. in form following; *viz.* That neither he the said *R. W.* his Executors or Administrators, nor any of them, shall or will at any time hereafter revoke, recall, frustrate or make void this present writing, or Letter of Attorney, or any power, authority or Attorneyship herein or hereby given or granted, in any manner of wise. And that neither he the said *R. VV.* his Executors or Administrators, or any of them, shall or will at any time hereafter, do, commit or willingly suffer to be done any act,
deed

That the said
R. W. shall not
revoke the said
Letter of At-
turney, nor any
power thereby
given.

deed or thing either by non-suit, retraxit, release or otherwise, whereby or by means whereof, the said *T. M.* his Executors or Assigns, shall be hindred, letted, debarred or delayed in or from the recovery, receiving, getting in or obtaining of the said premises, or any part thereof, contrary to the true meaning of these presents: But that he the said *R. W.* his Executors and Administrators, shall and will justifie and maintain with effect all and every lawful action, suit, processe and proceeding which shall be lawfully attempted, prosecuted or proceeded in by the said *T. M.* his Executors or Assigns, for the recovery or obtaining of the said premises, or any part thereof. And that he the said *T. M.* his Executors and Assigns, shall and may lawfully sue for, recover, obtain and enjoy the said premises according to the intent and true meaning of these presents, without any let, denial or interruption of or by him the said *R. W.* his Executors or Administrators, or any of them, or any other Person or Persons by or through their or any of their consent, means or procurement, and without any accompt or reckoning therefore, or for any part thereof, to the said *R. W.* his Executors or Administrators, or any of them, to be made, yielded or given. And further, That he the said *R. W.* his Executors and Administrators, shall and will at any time hereafter, upon the reasonable request, and at the costs and charges in the Law of the said *T. M.* his Executors and Assigns, do, make, execute and perform all and every such further act or acts, deed or deeds, thing or things (be it by making any further Letter or Letters of Attourney, or otherwise) for the better enabling of the said *T. M.* his Executors and Assigns, in and for the recovery, obtaining and enjoying of the premises to his or their own use and uses, as aforesaid, according to the tenour and true meaning of these presents, as by the said *T. M.* his Executors or Assigns, or his or their Council learned in the Law, shall be lawfully and reasonably advised, devised and required. And the said *T. M.* for him, his, &c. That he the said *T. M.* his Executors or Administrators, shall & will acquit, discharge or otherwise save or keep harmless, or sufficiently recompence the said *R. W.* his Executors or Administrators, and every of them, of and from all losses

That the said *R. W.* shall justifie any act lawfully done by the said *T. M.* in the recovering of the said debt.

And that the said *R. W.* at the request of the said *T. M.* and at the cost of the said *T. M.* shall make and perform any other act and thing that shall be needfull for the recovery of the said debt.

and damage whosoever, which shall at any time or times hereafter happen to be had, recovered or obtained against the said R. his Executors or Administrators; for, by reason or in respect of any suit or suits hereafter to be prosecuted or pursued in the name or names of the said R. his Executors or Administrators, or any of them, upon the Obligation before recited in any manner of wise.

In witness, &c.

An Indenture of Assignment of part of a House and Land, and other Covenants there inserted.
Penn'd by R. Mason, Esquire.

THIS INDENTURE made, &c. Between, &c. with *messrs.* That whereas the said *J. L.* by the name of *J. L.* of, &c. Yeoman, by Indenture of Lease bearing date, &c. Hath demised, granted, beoken and to farm-letten unto *H. S.* of, &c. Butcher, parcel of his Mansion-house or Tenement, called, &c. That is to say, one Kitchen, three lower Chambers or Rooms, two upper Chambers or Lofs in the East end of the said Mansion-house, one Hop-yard, one Barn-yard, one Kitchen-yard, half the Garden, as the same is now enclosed, and all the Lands, Meadows and Pasture-grounds to the said Mansion-house or Tenement belonging, as the same were then in the tenure or occupation of the said *H.* And also the Herbage and Feeding of one little Wood, parcel of or belonging to the said Tenement, containing by estimation one acre, or thereabouts: Except and alwaies unto the said *J. L.* his, &c. reserved all the timber-trees, grosse trees, woods and underwoods growing or to be growing in or upon the said demised premises, or in or upon any part or parcel thereof, with free ingresse, &c. into and from the said premises, and into and from every part and parcel thereof, to fell, cut down and carry away the said timber-trees, &c. at all times, and from time to time, during the said Demise. And ex-

Demise.

Recital of all
the premises;

Except all timber-trees, woods and under-woods to the said *J. L.* to cut, fell and carry away at all times at his pleasure.

cept and unto the said *I. L.* his, &c. reserved, as well sufficient room in the said Kitchen to brew and to bake, as also sufficient and convenient room in the said Kitchen-yard to lay such wood and other fuel there, as he or they shall have occasion to use and spend at the said Mansion-house, with free ingress, &c. unto him and them, and their Servants, to do their said necessary business there from time to time during the said term. To have and to hold all the said premises, with the appurtenances (except before excepted) unto the said *H. S.* his, &c. from the Feast of, &c. next ensuing the date of the same Indenture of Lease, unto the end and term of, &c. from thence, &c. Whereupon such yearly rent is reserved, as in and by the same recited Indenture of Lease is expressed. Now this Indenture further witnesseth, That the said *I. L.* for and in consideration of the hearty good will, natural zeal and Fatherly affection which he beareth unto and towards the said *I. his Daughter*; and also of the entire good will which he beareth towards the said *W. A.* and for divers other good causes and considerations him especially moving. Hath bargained, &c. and by these presents doth, &c. unto the said *I. L.* and *W. A.* the counterpart of the said recited Indenture of Lease, sealed with the seal of the said *H. S.* and delivered as his Deed; and the yearly rent thereby reserved for the rent of the premises thereby demised, and every part and parcel thereof, due and to be due, and all the profits, commodities and advantages to him the said *I. L.* or his Assigns, accruing or to accrue by reason of the said Indenture of Lease or any thing therein contained; and all the right, estate, &c. of him the said *I. L.* of, in and to the same, and every or any part or parcel thereof. To have and to hold the same yearly rent by the same Indenture reserved (and the counterpart of the same recited Indenture of Lease) as the same is and shall grow due, and all other the premises with the appurtenances, and every part and parcel thereof, and all the right, &c. *ut supra*, unto the said *I. L.* and *W. A.* their Executors, &c. from the day of the date hereof, forthwards, during and untill the full end, expiration and accomplishment of the whole residue yet to come and unexpired of the said term of, &c. by the said Indenture

Also one room in the Kitchen reserved to the said *I. L.* to brew and bake in, and to lay Wood.

Habendum.

Rent reserved as by the Indenture.

Consideration.

The recital of the premises, with the yearly rent reserved.

Habendum.

Consideration.
Demise of the
premises aforesaid.

Indenture of Lease granted. And the said *I.L.* for the consideration aforesaid, Hath demised, &c. and by these presents doth demise, &c. unto the said *I.L.* and *W.A.* All that the same Mansion-house or Tenement, called, &c. with all Cellers, Solers, Chambers, Rooms, Lights, Easements, Profits, Commodities, Yards, Back-sides, Barnes, Gardens, Orchard, Hoppeyard, Lands, Meadows and Pasture-grounds in the said former Indenture of Lease mentioned; and also the Herbage and Feeding of the said little Wood above-mentioned; and also free ingresse, &c. into and from the same premises, and every part and parcel thereof, by the wayes and passages thereto and from the same, now and heretofore used and accustomed. To have and to hold the said Mansion-house or Tenement, with all Cellers, &c. unto the said *I.L.* and *W.A.* their Executors, &c. in as large, ample and beneficial manner and form, to all intents, constructions and purposes as the said *I.L.* or his Assigns, at any time heretofore held and enjoyed the same premises, or any part thereof, from the day wherein the same Lease above recited shall expire, extingulsh, determine or otherwise grow void, untill the end and term of, &c. from thence next ensuing, and fully to be compleat & ended. *Yielding and paying, &c. The first payment whereof to begin and to be made in which of the same Feast-daies shall first or next happen to come or be, after the expiration, extinguishment or determination of the said recited Indenture of Lease made from the said *I.L.* unto the said *H.S.* as aforesaid. And if it happen the said yearly rent, &c. That then, and at all times after, it shall and may be lawful to and for the said *I.L.* his, &c. into and upon all and singular the same demised premises, with the appurtenances, to enter and distrain; and the distresse and distresses there so taken, to lead, drive and carry away, and the same with him and them to detain and keep untill the said yearly rent of, &c. with the arrearages of the same (if any be) shall be unto the said *I.L.* his, &c. fully and truly contented and paid. And the said *I.L.* for himself, his, &c. doth Covenant, &c. to and with the said *I.L.* and *W.A.* and either of them, their and either of their Executors, &c. by these presents, That the now Holders and Occupiers of the premises above said, shall

* *Reddendum* to be paid; The first payment at the same Feast that shall first happen to come after the expiration or determination of the said recited Indenture.

And upon default of non-payment of the rent, to enter and distrain, and carry away the same.

Covenant to attorne Tenant to *I.* and *W.* for the premises for the term to come and unexpired,

shall and will by or before the Feast-day of, &c. next coming after the date hereof, attorn and become Tenant unto the said *I.* and *W.* their, &c. of and for the same premises, during the residue then to come and to be unexpired of the said term of, &c. in the *Habend.* of the said first recited Indenture of Lease expressed. And that from and after the expiration or other determination of the said term of, &c. by the same Indenture granted, they the said *I.* and *W.* their, &c. for the payment of the said yearly rent of, &c. in manner and form abovesaid, shall and may peaceably, lawfully and quietly have, hold, &c.
(*Clause for peaceable enjoying.*)

In paying the rent may freely and peaceably, enjoy the premises.

¶ *In Witnesse, &c.*

¶ *A Bargain and Sale of a Messuage, with the appurtenances in Fee-Farm, with good Covenants, in a very good Form. Penn'd by Robert Mason, Esquire.*

THIS *I N D E N T U R E* made, &c. Between, &c. *Witnesseth*, That the said *I. H.* for divers and sundry causes and considerations him moving, and especially for and in consideration of the summe of, &c. to him the said *I. H.* by the said *R. H.* well and truly contented and paid, in manner and form as hereafter in these presents is and shall be expressed and declared (*viz.*) 100 l. parcel of the said summe of, &c. before the enfealing and delivery of these presents: which said sum of 100 l. he the said *I. H.* for himself, his Heires, &c. doth by these presents acknowledge and confesse himself to have received by the hands of the said *R. H.* and thereof, and of every part and parcel thereof, doth exonerate, acquit and discharge the said *R. H.* his, &c. by these presents, and the residue of the said sum of, &c. to be by him the said *R. H.* his, &c. to him the said *I. H.* his, &c. well and truly contented and paid in manner and form as hereafter in and by these presents is and shall be expressed, set down and declared: Hath given, granted, and to perpetual Fee-Farm demised,

Consideration in money, part in hand, and part at time to be paid.

The recital of the premises fold.

mised, and by these presents doth bargain, &c. unto the said
 R.H. his, &c. all that his Messuage or Tenement, with the
 appurtenances, now or late in the tenure and occupation of
 the said R. H. or of his Assigns, situate, lying and being in,
 &c. aforesaid, in the said County of, &c. Together with all
 Barns, Stables, Kilnes, Ox-houses, and other Edifices and
 Buildings, Orchards, Gardens, Courts, Yards, Lands, Tene-
 ments, Meadows, Leasowes, Pastures, Feedings, Woods,
 Under-woods, Waters, Commons, Heaths, Turbaries, Moors,
 Marshes, Fishings, Fish-yards, Rents, Reversions, Services,
 Liberties and Hereditaments whatsoever, with all and singu-
 lar their Appurtenances to the said Messuage or Tenement
 belonging, or in any wise appertaining, or demised, leased or
 occupied, together with the same Messuage or Tenement, or
 known, reputed, accepted or taken to be part, parcel or mem-
 ber thereof, of whatsoever nature, quality or degree the same
 or any of them be, or by what name or title soever the same
 or any of them be named, called or known, situate, &c. or
 elsewhere within the said County of, &c. Together with all
 and singular Deeds, Charters, Writings, Escripts and Minu-
 ments whatsoever concerning the said Messuage or Tenement,
 and other the premises, with their appurtenances, or any part
 or parcel thereof, which be the said I.H. now hath, may have,
 or at any time hereafter lawfully come by without suit in
 Law. To have, hold, occupy and enjoy all and singular the
 said Messuage or Tenement, with the appurtenances, together
 with all and every the said Barns, &c. *vis supra*, and other the
 premises, with all and singular their appurtenances, as is aforesaid;
 together with all and every the said Deeds, Charters, Writings,
 Escripts and Minuments whatsoever concerning the same premises,
 or any part or parcel thereof, unto the said R. H. his Heirs, &c.
 to his and their own only proper use and behoof in perpetual
 Fee-Farm for ever. † Yielding and paying therefore yearly unto
 the said I.H. his, &c. the sum of, &c. at the Feasts of, &c. or
 within ten daies after either of the said Feasts next and immedi-
 ately following, by even portions, for all and all manner of suits,
 services, customes, duties, charges, exactions, impositions and
 deeds whatsoever: And if it hap-

Habendum in
 perpetual Fee-
 Farm.

† *Reddendum*
 at four Feasts
 by equal por-
 tions, and for
 non-payment
 to distrain and
 carry away the
 same, and keep
 till the same
 be paid with
 the arrearages.

pen, &c. That then it shall and may be lawful to and for the said *I. H.* his, &c. into the said Messuage or Tenement, and other the premises, with the appurtenances, and every part and parcel thereof, to enter and distrain; and the distresses thereof, to lead, drive and carry away, and with him or them to detain and keep, untill he or they be of the said yearly rent, with the arrearsages thereof (if any be) well and truly satisfied and paid. And if it happen the said yearly rent of, &c. to be behind, unpaid, in part or in all, by the space of forty dayes after either of the said Feasts in which it ought to be paid, as aforesaid, and the same being at the capital Messuage or Tenement aforesaid lawfully demanded, and no sufficient distresse in or upon any part or parcel thereof can or may be found: That then and so often he the said *R. H.* his, &c. shall and will content and pay, or cause, &c. unto the said *I. H.* his, &c. the sum of 20 s. of, &c. over and besides the said yearly rent, and the arrearsages thereof, for and in the name of a penalty for every such default or non payment of the said yearly rent so being behind, and not paid by the space of forty dayes after either of the said Feasts, as is aforesaid. And the said *I. H.* for himself, his, &c. doth Covenant, &c. to and with the said *R. H.* by these presents, That he the said *I. H.* his, &c. and *E.* his Wife, and all and singular other Person and Persons whatsoever, any estate having, pretending or claiming to have, to his, their or any of their use or uses, at all and every time and times hereafter, within the time and space of three years next, &c. († *Covenant for further assurance*) So that the said warranty do not extend any further, nor against any person or persons, or their Heires, &c. other then against him the said *I. H.* his, &c. and *R. H.* Esquire, Father of him the said *I. H.* and the Heires and Assigns of him the said *R. H.* and of *R. C.* late of *W.* &c. deceased, and *G. C.* Son and Heir apparent of the said *R. H.* and their Heires and Assigns, and the Heires and Assigns of either of them, and against all and singular other Person and Persons whatsoever, and their Heires, any right, title, estate or Interest, having, pretending or claiming to have, of, in or to the same premises, or any of them, by, from or under them the said *I. H.* *R. H.* *R. C.* and *G. C.* or any

And if it shall be behind forty dayes after any of the said Feasts, and no distresses to be found, for every such default to pay 20 s. over and besides the yearly rent for and in the name of a penalty.

† A Covenant to make further assurance, so that the warranty doth not extend further then against the said *I. H.* and *R. H.* the Father, and *G. C.* Son and Heir apparent of *R. C.* and their Heires and Assigns.

of

* *I. H.* Covenants, that the premises at the time of the sealing hereof, are free and clear from all manner of former bargains, gifts and grants, and shall so stand, remain and continue.

The yearly rent reserved to be yearly paid to the said *I. H.* and also one Lease or Demise bearing date, &c. and severall sums of moneys appointed to be paid to the said *I. H.* for the whole, clear and absolute purchase of the said Messuage, with the appurtenances.

* *I. H.* Covenants for him, and his, &c. to save harmless the said Messuage, with the appurtenances, and also the said *R. H.* and his, &c. their Lands, Goods and Chattels, not onely against *G. C.* but also against, &c. from all services, rents, arrearages, suits of Court, and all other things whatsoever, for or by reason of the premises by him the said *G. C.* his, &c. and the said, &c. or Assigns, and all other penalties whatsoever.

of them, in or by any manner, way or mean whatsoever. * And moreover, the said *I. H.* for himself, his, &c. doth, &c. *ut supra*, that all and every the said Messuage or Tenement, Lands, &c. and other Hereditaments, and all and singular the premises, with their and every of their appurtenances, at the time of the sealing and delivery of these presents, stand and be, and at all times hereafter, and from henceforth, shall be, stand, remain and continue clearly exonerated, discharged, acquitted and saved harmless of and from all and all manner of former gifts, grants, bargains, &c. heretofore had, made, knowledged, done, procured, caused or suffered, or hereafter to be had, &c. by or by the means and consent of them the said *I. H.* or *R. H.* or either of them, or any other Person or Persons, or their Heirs, any estate having, pretending or claiming to have, of, in or to the said premises, or any part, &c. by, for, from or under them the said *I. H.* and *R. H.* or either of them, or any other Person or Persons (the said yearly rent of, &c. in and by these presents above expressed, limited and reserved, to be yearly paid and payable to him the said *I. H.* his, &c. in form aforesaid; and one Lease or Demise heretofore made, &c. by Indenture bearing date, &c. for and during the term of, &c. then and from thenceforth next and immediately following, and the several sums of money in and by these presents hereafter mentioned, limited and appointed to be paid to the said *I. H.* his, &c. for the whole, clear and absolute purchase of the same Messuage or Tenement, and other the premises, with the appurtenances, in manner and form aforesaid, only excepted and foreprized.) * And further, the said *I. H.* for himself, his, &c. shall and will from time to time, and at all and every time and times hereafter, and from henceforth, clearly, exonerate, acquit, discharge and save harmless as well the said Messuage or Tenement, and all and singular the premises, with the appurtenances, &c. as also him the said *R. H.* his, &c. and

his,

his and their and every of their Lands, Tenements, Goods and Chattels, not onely against the aforesaid *G.C.* his, &c. but also against the, &c. of, &c. and their, &c. by whatsoever other name or names they the said, &c. now are, is or shall be called, named, or incorporate, as well of and from all and singular rents, services, arrearages, suits of Courts, heriots, reliefs, duties, customs and demands whatsoever at any time or times hereafter due, payable or demandable, or to be claimed and demanded as due, out of, for, or by reason of the said premises, or any part or parcel thereof by him the said *G.C.* his, &c. and them the said, &c. of, &c. or any of them, as also of and from all and all manner of distresses, penalties, forfeitures, entries, titles of entries, actions, suits, judgments, executions, troubles, costs, charges, and other incumbrances whatsoever, of, for or by reason of any such rents, services, arrearages, suits of Courts, heriots, reliefs, duties, customs or demands, or any of them whatsoever. In consideration whereof the said *R.H.* for himself, his, &c. doth Covenant, &c. to and with the said *I.H.* his, &c. by these presents, That he the said *R.H.* his, &c. shall and will well and truly content and pay, or cause, &c. unto the said *I.H.* his, &c. the sum of, &c. in manner and form following, That is to say, at or in the Feast-day of, &c. next coming after the Date hereof, within the Utter Pentice of the City of *Chester*, or at and in the place where the said Utter Pentice now standeth, the sum of, &c. or at or in the Feast-day of, &c. which shall be in the year, &c. and within or at the place aforesaid the sum of, &c. for the last payment and residue of all and singular the same sum of, &c. and in full satisfaction, discharge, and entire payment of the same, for and in consideration of the full, clear, and absolute purchase of the said Messuage or Tenement, and other the premises, with all and singular their appurtenances in manner and form aforesaid, according to the true intent and meaning of these presents. † Provided alwaies, and neverthelesse, the said *I.H.* for him, his, &c. doth Covenant, &c. to and with the said *R.H.* his, &c. by these presents, That he the said *I.H.* his, &c. shall and will at and upon the request and demand of the said *R.H.* his, &c. and at and upon the proper costs and

R.H. Covenants upon consideration thereof, that he will pay unto *I.H.* on the, &c. the sum of, &c. in full discharge of the purchase.

† Covenants by Proviso, That *I.H.* will seal and deliver as his deed unto *R.H.* upon every payment a sufficient discharge and acquittance.

N n n

charges

R.H. Covenanteth, That if default be made of any of the payments on the several Feast-dayes, and *I.H.* tending an acquittance, that then it shall be lawful for *I.H.* into the said Messuages & premises to enter, and the same to have and enjoy again as in his former right.

† Provided, that if the said Messuages and premises at any time hereafter to be to

any Person or Persons whatsoever recovered, and the said *R.H.* evicted out of possession by due order and course of law, or by any decree, or otherwise, That then in such case the said *I.H.* shall within three years pay unto the said *R.H.* all such moneys as he received of the said *R.H.* for the purchase of the premises: The moneys to be paid at several payments, as in the Deed is expressed.

charges in the Law of the said *R.H.* his, &c. seal and deliver, and lawfully tender and offer to seal and deliver as the Deed of him the said *I.H.* his, &c. unto him the said *R.H.* his, &c. at and upon every payment or other sufficient satisfaction and discharge of every the said sums of, &c. so to him the said *I.H.* his, &c. to be had or made by him the said *R.H.* his, &c. as is aforesaid, one good, sufficient, and lawful Acquittance in writing, subscribed with the hand, and sealed with the seal of him the said *I.H.* his, &c. so receiving the said sums as is aforesaid, testifying, acknowledging and averring the payment and receipt of the same: These Indentures or any thing, Clause, Article, Covenant, Proviso or sentence therein contained to the contrary, &c. Provided alwaies, and it is also Covenanted, &c. by and between the said Parties; and the said *R.H.* his Executors, &c. doth Covenant, &c. That if default of payment be hereafter had, or made of or in any of the said payments of any the said several sums of money last before mentioned at any of the said several Feast-daies in which the same or any of them are, in, and by these presents above limited and appointed to be paid; Or otherwise if the said sums or any of them be not duly and fully satisfied, and discharged, according to the true intent and meaning of these presents; And he the said *I.H.* his, &c. tending and offering unto him the said *R.H.* his, &c. such sufficient and lawful Acquittance and Acquittances in writing, testifying the payment and receipt of the same, as in these presents is above expressed and declared, That then and at all times from thenceforth it shall and may be lawful to and for him the said *I.H.* his, &c. into all and singular the said Messuage or Tenement, and all other the premises with their appurtenances wholly to re-enter, and the same to have again, re-possesse, and enjoy, as in his or their former right, or title, and estate. (this Indenture or any thing, clause, &c. *ut supra*) † Provided finally, and moreover it

is the true intent and meaning of these presents, and of the said Partics to the same; and the said *I. H.* for him, his, &c. doth, &c. to and with, &c. That if in case it fortune the said Messuage or Tenement, and other the premises, or any of them, or any part or parcel thereof at any time or times hereafter to be by any person or persons whatsoever, recovered, or otherwise lawfully evicted from, against, or out of the possession of him the said *R. H.* his, &c. by due order and course of Law, of, in or to the same premises, or any of them; or if it happen any decree in or upon any Bill of Complaint, or any Judgment or Verdict in any suit, writ or action, real, personal, or mixt, whatsoever to be passed or given against him the said *R. H.* his, &c. or any of them, or against his, their, or any of their rights, titles, or interests, of, in and to the same premises, or any part or parcel thereof, is or shall be disposed, avoided, adnulled, defeated or undone without fraud or covin, That then and in such case he the said *I. H.* his, &c. or some of them within three years next after any such recovery, eviction, decree, Judgment or Verdict, so to be had, given and passed as is aforesaid, at and upon the reasonable request and demand of the said *R. H.* his, &c. and at such daies, times, and seasons; and in such manner and form, as in these presents shall be hereafter expressed, limited and appointed, shall and will well and truly content, satisfie and pay, or cause, &c. unto him the said *R. H.* his, &c. all and every such and the like summe and summes of money as he the said *I. H.* his, &c. shall then before, (that is to say) before any such recovery, eviction, decree, judgment or Verdict as is aforesaid, have had or received of, at, or by the hands of him the said *R. H.* his, &c. or any of them for and in consideration of the said purchase of the said Messuage or Tenement, and other the premises so as is before said, That is to say, by such like payments, portions, the several summes as he the said *I. H.* his, &c. shall have had or received the same, the first payment thereof to be had and made, within one half year next after any such recovery, &c. so to be had, passed, or given, as aforesaid, at or within, &c. and the second and next payment thereof to be had, &c. in and upon the Feast-day of, &c. then next and immediately following, at or in the place aforesaid,

and so forth yearly at the like Day of, &c. and at the place
aforesaid, untill all and every such, or the like sum or sums
of money as he the said *I.* his, &c. or any of them shall so
then before any such recovery, &c. have had and received at,
of, or by the hands of him the said *R.H.* his, &c. or any of
them for or in consideration of the said purchase of the said
Messuage or Tenement, and other the premises, as is aforesaid,
be or shall be by him the said *I. H.* his, &c. unto him the
said *R. H.* his, &c. well and truly satisfied, contented and
paid without fraud, covin, or delay. These Indentures,
&c. to the contrary, &c.

¶ *In witness, &c.*

¶ *An Assignment of divers Estates, in a very good Form:
Penn'd by R. Mason, Esquire.*

Consideration.

Rent reserved.

Demise of a
piece of
ground.

Consideration.

Rent reserved.
Demise of a
piece of
ground.

TO all Christian people to whom this present writing shall
come, I *R.G.* of, &c. do send greeting: Whereas *R. VV.*
of, &c. by his Indenture of Lease, bearing Date, &c. for the
consideration therein expressed: Hath (for the term of, &c.
commencing from, &c. last past before the Date of the same
Indenture of Lease; and for the yearly rent of, &c. thereby
reserved to be due and payable quarterly by even portions)
Demised, granted, and to Farm letten unto *W. G.* of, &c. one
piece or parcel of ground set, lying, and being in, &c. afore-
said, as the same was then appointed and agreed upon to be
well and sufficiently fenced and inclosed to contain from East
to West, &c. (*name the abutting*) As by the same Indenture of
Lease amongst divers other Covenants, grants, and agreements
therein contained, whereunto relation being had more plainly
may appear. And whereas also the said *R.VV.* by the name of
R. W. of, &c. by another Indenture of Lease bearing date, &c.
for the consideration in the said Indenture specified: Hath
(for the term of, &c. commencing from, &c. last past before the
date of the said recited Indenture of Lease, and for the yearly

rent

ent of, &c. thereby reserved to be due and payable quarterly
by even portions) demised, &c. unto the said *W.C.* All that
piece or parcel of ground lying and being in, &c. containing
in length, &c. (*ut supra*) then in the occupation of the said *R.*
abutting on, &c. towards the South; and upon the Tent-
ment of, &c. towards the North; and free liberty of ingresse,
egresse and regresse into and from the same piece or parcel of
ground, in, by and through the wayes and passages therunto
then used and accustomed, as by the said last recited Inden-
ture, &c. may appear. And whereas also the said *R.VV.* by
his certain Obligation or Writing Obligatory, bearing date,
&c. is and standeth bound unto the said *W.C.* in the penalty
of, &c. with Condition (in effect) if the said *R.VV.* his Execu-
tors, &c. and every of them, shall wel and truly observe, per-
form, fulfill and keep all and singular the Covenants, Grants,
Articles and Agreements in the said last recited Indenture of
lease contained, which on his and their part and behalf are
ought to be performed and kept; as by the same Obligation
or Writing Obligatory, and the Condition, may appear. And
whereas the said *W.C.* by his Writing or Deed-poll, bearing
date, &c. for the considerations therein mentioned: Hath
granted, bargained, sold, aliened, assigned and set over unto
the said *R.G.* my Executors, &c. as well the said several
recited Indentures of Lease, and several premises thereby se-
verally demised; as also all the estate, right, title, interest,
several terms of years, use, possession, reversion, benefit, profit,
claim and demand whatsoever which he the said *VV.C.* or any
other Persons to his use or behoof, had, might, should or ought
to have, or might have in or to the same premises, by force,
virtue or means of the said several recited Indentures of
lease, or either of them, or any thing in them or either of
them contained, or otherwise howsoever. And by the same
Writing or Deed-poll, hath likewise assigned and set over
unto me the said *R.G.* my Executors, &c. the said recited Ob-
ligation, and the sum or penalty of 10 l. therein contained;
and also all his estate, right, title and interest, of, in and to the
same. And further, by the same Writing or Deed-poll, hath
his goods and household stuffe of what kind soever unto the said *R.G.*

granted,

R.W. bound by
Obligation to
perform Co-
venants.

Consideration,
Grant of the
several recited
Indentures of
Lease.

The Obliga-
tion also assign-
ed over unto
R.G. with the
penalty therein.

R.G. granted

R.G. in consideration of a sum of money, hath granted and assigned unto *B. G.* the before recited Indentures of Lease, with all his estate, right and title to the same, and term of years yet to come, and also the Obligation above recited.

R. G. for the consideration aforesaid, doth bargain and sell unto the said *B. G.* all the aforesaid goods mentioned.

granted, &c. unto me the said *R.G.* my Executors, &c. all and singular his Goods, Chattels, Household stuffe, Brasse, Pewter, Linnen, Woollen, Bedding, Anvil, Toolles and all other things whatsoever of him the said *W. C.* remaining or being in or about his then dwelling house, situate and being in, &c. or elsewhere abiding, resting or remaining, contained, mentioned and expressed in a Schedule or Inventory indented to the same Writing or Deed-poll annexed, and all his estate, right, title and interest of, in and to the same, as by the same Writing or Deed-poll, &c. may appear. Know ye now, that I the said *R.G.* in consideration of a certain sum of lawful money of *England* to me in hand well and truly paid before the enscaling and delivery hereof by *B.G.* of, &c. whereof I do confesse the receipt, and whereof I hold my self fully satisfied and contented: Have bargained, sold, assigned, conveyed and set over, and by these presents I do fully and absolutely bargain, &c. unto the said *B. G.* his, &c. to his and their own onely use and uses, as well the said two several Indentures of Leases above rehearsed, as also all the estate, right, title, interest, term and terms of years yet to come, benefit, profit, property, reversion and reversions, use, possession, claime and demand whatsoever, which I the said *R. G.* or any other Person or Persons to my use or behoof, have, hath, may, might, should or ought to have, or may claim of, in and to the abovesaid premises by the said several Leases severally demised, as is aforesaid, by force and means of the said Writing or Deed-poll, or otherwise howsoever; together also with the same Writing or Deed-poll above rehearsed. And moreover, I do by these presents assign and set over unto the said *B.G.* his, &c. the Obligation above rehearsed, wherein the said *R. W.* to the said *W. C.* standeth bound in the said summe of 10*l.* and all mine estate, interest, claim and demand of, in and to the same. And also, I the said *R.G.* (for the consideration aforesaid) do by these presents bargain, &c. unto the said *B.G.* his, &c. to the uses abovesaid, all the said Goods, Chattels, Stuffe of Household, Toolles and other things in the said Schedule or Inventory to the said Writing or Deed-poll annexed, mentioned, as aforesaid,

said; and all my estate, right, title, interest, claim and demand of, in and to the same, and every part thereof: To have and to hold the same Goods, Chattels, Stuffle of household and things unto the said B. G. his, &c. for ever warranted against my self, my Executors and Administrators. And I the said R. G. for my self, &c. do covenant and grant to and with the said B. G. his, &c. by these presents, That I the said R. G. by any means or procurement, have not made any former or other bargain, sale or incumbrance of the above-said premises, or any part thereof, by these presents bargained, sold, or assigned. And moreover, I the said R. G. for the consideration above in these presents expressed, do assign and set over unto the said B. G. his, &c. a certain Obligation or Writing Obligatory, bearing date, &c. now last past, wherein the said W. C. to me standeth bound in the summe of, &c. with a Condition thereon endorsed; and the said sum of, &c. therein mentioned, being due and forfeited unto me. And I do assign, ordain, make and constitute the said B. G. his, &c. to be my true and lawfull Attorney and Attorneys irrevokable, touching the premises, for me, and in my name, but to the onely use of my said Attorney and Attorneys, to ask, sue for, recover and receive of the said W. C. his, &c. the said summe of, &c. and every part thereof. Giving and granting hereby unto my said Attorney and Attorneys, all my full power and authority in the premises, to say, do, execute, conclude, agree, determine and finish all and every act and acts, thing and things which shall or may be requisite or needful to be had, made or done in or about the premises, for the recovering, receiving and discharging thereof, as I my self might or could do if I were present in mine own person. And I the said R. G. for my self, &c. and every of us do covenant, &c. That I the said R. G. my, &c. and every of us, from time to time, and at all times hereafter, at and upon the reasonable request, and at the onely costs and charges of the said B. his, &c. shall and will make, do, knowledge, seal, deliver and execute all & every such lawful and reasonable act and acts, assurance & assurances, devise and devises touching the premises, by these presents bargained, sold and

That R. G. hath not made any former bargains of the premises.

R. G. assigns an Obligation, wherein W. C. standeth bound in the summe of, &c. with a Letter of Attorney unto the said B. G. irrevokable for the recovery of the said sum of, &c.

and assigned, and every or any part thereof, to be assured, conveyed, recovered, received and enjoyed to and by the said *B. G.* his, &c. to his and their own use and uses absolutely, without any accompt to me, my Executors or Assignes, as by him or them shall be reasonably devised, advised or required, with warranty onely against me the said *R. G.* my, &c. And so as I, my Executors or Administrators for the doing thereof, be not compelled to travel any further then the Cities of, &c.

¶ *In witnesse, &c.*

¶ *A Deed-poll in a very good Form.*

Consideration.

TO all Christian People to whom this present Writing or Deed of bargain and sale shall and may hereafter come: *G. P.* of, &c. Administrator of all and singular the Goods, Chattels, rights, implements and stufte of household whatsoever, any waies heretofore late due, and in right belonging to *R. P.* deceased, sendeth greeting in our Lord God everlasting. Know ye, that I the said *G. P.* for and in consideration of, &c. as also for divers other good causes and considerations me hereunto moving, Hath bargained, sold, given, granted, aliened, assigned and set over, and by these presents doth, &c. to the said *I. G.* and *N. D.* all that his quarter or fourth part of the good Ship, called the, &c. of the portage and burthen of eighty tunne. or thereabouts, whereof *L. VV.* is both Master and Part-owner, riding, lying and being in, &c. or elsewhere in the River of *Thames*, all whatsoever his part or parts, share or shares of the Ship or Carvel, called, &c. of the Portage and burthen likewise of eighty tunne, or thereabouts, whereof *F. K.* is both Master and Part-owner; which Ship or Carvell is now on a Voyage at Seas, expected every day her return; and of all his part, share or venture of goods in the good Ship, called, &c. now likewise at Seas, whereof *L. VV.* is now Master, with all and singular his part or parts, share or shares, quarter,

half

half quarter or sixteenth part, interest, right or title whatsoever to the said Ships, or to either of them, Masts, Sales, Sale-yards, Anchors, Cables, Ropes, Tackle, Ordnance, Munition or Furniture, Instruments and Apparel needful, necessary, fitting and belonging to all the said Ships, or to any of them. And also know ye, that the said *G. P.* for and in consideration aforesaid : Hath bargained, &c. to the said *N. D.* and *I. G.* their, &c. the House, Tenement, or Messuage, commonly called, &c. scituate, standing and being in, &c. now in the tenure of, &c. or his Assigns; which House, the Lease thereof was heretofore sold and granted to the said *R. P.* his, &c. by one *I. S.* for many years yet to come and unexpired, with all and singular plate, implements and stuffe of household there resident, being and remaining, which were late in right due and belonging to the said *R. P.* in his life-time, and so consequently due to the said *G. P.* by his Letters of administration, had, taken and granted, together with the said Lease and term of years therein yet to come and unexpired. All that his Messuage or Tenement, commonly called, &c. scituate, standing and being in, &c. aforesaid, now in the tenure of, &c. or his Assigns, with all and singular Wines, Plate, Bedding, Linnen, Woollen, Brasse, Pewter, Bedsteads, Tables, Stooles, Woodden ware, and all other implements and stuffe of household whatsoever in the said Messuage or Tenement now standing, resident and being, which were late due and belonging to the said *R. P.* deceased, and so consequently to the said *G. P.* deceased, by his Letters of administration, as aforesaid, and whereof the said *G. P.* standeth and is now possessed : All that his other Tenement adjoyning to the said Kings-head, now in the tenure, &c. Which two Tenements the Lease thereof was heretofore sold, bargained and granted to the said *R. P.* his, &c. from *W. C.* for many yeats yet to come and unexpired ; all that his house, &c. *ut supra.* To have and to hold all and singular the afore-recited premises, and every part and parcel thereof, before-mentioned to be bargained and sold unto them the said *N. D.* and *I. G.* their, &c. as their own proper Goods and Chattels, and to their own proper uses

For the consideration aforesaid, hath bargained and sold a Messuage or Tenement to *N. D.* and *I. G.* with Plate and household-stuffe. And also another Messuage, commonly called, &c. with Wines, Plate, Bedding, Linnen, and all other furniture whatsoever standing in the said House.

Habendum to *N. D.* and *I. G.* for ever.

O o o

from

And the said
G.P. doth Co-
venant, That
the day of the
date hereof by
vertue of his
Letters and
Administrai-
on, is the sole
and lawfull
Owac of the
premises.

from henceforth for ever; of all and singular which premises, the said G.P. hath put the said N.D. and I.G. in full and lawfull possession and seizin, by the gift and delivery of, &c. at and before the enfealing and delivery hereof. And the said G.P. doth Covenant, &c. That he the said G.P. on the day of the date hereof, and at the enfealing and delivery of these presents, by vertue of his Letters and Administration, as afore-said, is the very sole, lawfull and rightful Owner of all and singular the afore-recited premises, and of every part thereof; and now hath full power, good right and lawfull authority to bargain and sell the same to the said N.D. and I.G. their, &c. As also, that they the said N.D. and I.G. their, &c. and every of them, shall and may by force and vertue hereof, have, hold, occupy, possesse and enjoy all and singular the afore-recited premises, and every part thereof, without any the molestation, vexation, disturbance, hindrance or trouble of him the said G.P. his, &c. or of any of them, or of any other Person or Persons whatsoever, by or through his or their means, assent, consent or procurement.

¶ *In witnesse, &c.*

¶ *A Mortgage of a House in Fee-simple for indemnification, in a very good Form. Penn'd by Robert Mason, Esquire.*

In considera-
tion of indem-
nity and dis-
charge.

TO all People to whom this present Writing shall come to be seen, heard, or read, I N.K. of, &c. and A. my Wife send greeting in our Lord God everlasting: Know ye, us the said N.K. and A. my Wife, as well for the more indemnity and discharge of N.V. of, &c. and I.I. of, &c. and either of them, and the Executors, &c. of them, and either of them, against all manner of Person and Persons of and for all and every sum and sums of money as they or either of them stand

A Mortgage of a House in Fee-simple, &c.

stand bound in, or is charged or chargeable for, with us, the said *N. K.* and *A.* my Wife, or with or for either of us to any Person or Persons whatsoever by Bill, promise, specialty, obligation, or otherwise howsoever: As also for divers other special good causes and considerations us hereunto moving, have granted, bargained, sold, enfeoffed and confirmed, and by these presents do fully and plainly give, grant, &c. unto the said *N. V.* and *I. I.* and to either of them, and to the Heires of either of them for ever: All those two Messuages or Tenements in, &c. in or near the Street there called, &c. and all the houses, edifices and buildings, yards, orchards, gardens and hereditaments, to the said Messuages or Tenements, or any of them, belonging, or appertaining, or at any time heretofore therewith used or occupied, with all and singular their appurtenances whatsoever: And one parcel of Land or Garden-plot thereto adjoining, with a Well in the same as they now be scituating and lying in, &c. between the Messuages or Tenements now or late of *T. P.* (and so expresse the bounds.) Except and alwaies reserved, &c. And further, I the said *N. K.* and *A.* my Wife, for the consideration abovesaid, have also by these presents, given, granted, bargained and sold unto the said *N. V.* and *I. I.* and to either of them, and to either of their Heires for ever, all the estate, right, title, interest, reversion and reversions, remainder and remainders of and in the said Messuages or Tenements, and other the premises, and of, in, and to every part and parcel of the same (except before excepted) together with all and singular deeds, evidences, charters, writings, escripts, Minuments, transcripts of fines and exemplifications touching or concerning the said premises, any part or parcel of the same. To have and to hold the said Messuages or Tenements, houses, edifices, buildings, and all other the premises before by these presents bargained and sold, or mentioned to be bargained and sold, with all and singular their appurtenances (except before excepted) unto the said *N. V.* and *I. I.* and either of them, and to either of their Heires, to the only and proper uses and behoofs of them the said *N. V.* and *I. I.* and either of them, and to either of their Heires and Assignes joyntly and severally for ever-

Grant.

Recital of the
promises to be
Mortgaged.

And for the
consideration
aforesaid, the
said *N. K.* and
A. his Wife,
have granted
N. V. and *I. I.*
all their estate
in the premi-
ses, with
all writings
and evidences
whatsoever.

Habendum, to
them and
their Heirs for
ever; except
before except-
ed.

A Mortgage of a House in Fee-simple, &c.

That
said *N.*
and *A.* his
wife, shall pay
and discharge
all such Debts
as *N.* and *I.*
stands bound,
and is charged
for them to
any Person or
Persons, and
do always af-
ter save and
keep harmlesse
the said *N.* and
I. and their
Goods from
all manner of
trouble, then
this bargain
and sale to be
void.

And that upon
the request
made to *N.*
and *I.* or ei-
ther of them,
they or either
of them shall
re-deliver all Deeds and evidences concerning the premises to the said *N.*, *K.* and *A.* his
Wife, whole and uncanceled.

evermore. Provided alwaies and neverthelesse upon condi-
tion, That if I the said *N.*, *K.* and *A.* my Wife, or either of
us or the Heirs, &c. of us or either of us, do satisfie, content
and pay, or cause &c. unto all and every such Person or Per-
sons whatsoever, as the said *N.* and *I.* or either of them stand
bound unto, for us, or either of us such summe or summes, or
other thing or things whatsoever as the said *N.* and *I.* or any
of them standeth bound in, or is charged or chargeable with
or for us the said *N.*, *K.* and *A.* or either of us to any such said
Person or Persons whatsoever by Bill, promise, specialty, obliga-
tion, or otherwise howsoever, according to the intent, true
meaning and limitation of such matters and things as they
stand so charged for, is or ought to be observed, performed,
fulfilled and kept. And do also at all times hereafter discharge,
and save, and keep harmlesse the said *N.*, *V.* and *I.* and ei-
ther of them, and the Heires, Executors, &c. of them and
either of them, and their and either of their bodies, goods,
chattels, lands and tenements, and every of them of and from
all and every such said Person and Persons, as aforesaid, and
every of them, and of and from all and all manner of suits,
troubles, damages, costs and charges as shall be commenced,
had, gotten or received against them or any of them by any
such said Person or Persons as they or either of them stand
bound unto, or is charged or chargeable by any wayes or
means whatsoever with or for us the said *N.*, *K.* and *A.* my
Wife, or either of us as aforesaid; That then and from thence-
forth this present Deed of bargain and sale, and the posses-
sion, livery and seizin of the said bargained premises made,
taken, and delivered, shall be utterly void, frustrate and of
none effect to all intents and purposes. And that then upon
request made to them the said *N.*, *V.* and *I.* or either of them,
they or either of them shall and will re-deliver or cause to
be re-delivered back again to the said *N.*, *K.* and *A.* his
Wife, or either of them, their Heirs or Assigns, all and sin-

gular the said Deeds, evidences, charters, escripts, monument, transcripts of fines and exemplifications of records touching or concerning onely the above-bargained premises, or any part or parcel of the same, and now remaining in the hands, custody, or possession of the said *N.V.* whole uncanceled and undefaced. But if default in any thing of or in performing of the aforesaid proviso, contrary to the tenour and true meaning thereof: That then after such default made, this present Deed to stand and abide in full force and effect to the said *N.V.* and *I.I.* and either of them, and either of their Heires for ever, so fully, wholly, and absolutely, as if the proviso aforesaid had never been mentioned or meant; any thing before in these presents contained, &c. And all the aforesaid bargained premises to be clear and clearly discharged, and by us the said *N.*, *K.*, and *A.* and our Heires, &c. unto them the said *N.V.* and *I.I.* and to the Heires of either of them clearly and freely discharged and saved harmlesse of and from all and all manner of former bargains, sales, gifts, grants, arrearages, and all other incumbrances whatsoever before suffered, committed, or done, or hereafter to be, &c. by us or any of us, (the services and customes due afterward to the chief Lord or Lords of the Fee of the premises onely excepted.) And further, I the said *N.K.* and *A.* my Wife, and our heires, &c. shall and will upon request of the said *N.V.* and *I.I.* or either of them, or either of their Heires, at any time or times hereafter make, do, suffer and knowledge such act and acts, thing and things, device and devices as they by the learned Council in the Law of them the said *N.V.* and *I.I.* or either of them or their Heires or Assignes shall be devised, advised, or required.

But upon non performance of the said proviso, and upon default made, then this Deed to stand in full force and effect.

And that the said *N.K.* and *A.* his Wife, upon the request of *N.V.* and *I.I.* shall make such further assurance in Law as shall be thought fit by Council,

I In Witnesse, &c.

I The

¶ *The right form of a Mortgage: Penn'd by
R. Malon, Esquire.*

Consideration.

Demise.
Recitall.

Habendum.

Consideration.

Grant,

*Habend. for the
term to come
and unexpi-
red.*

TO all Christian people to whom this present writing shall come, *R. T.* of, &c. sendeth greeting: Whereas Sir *H. R.* of, &c. Knight, by his Indenture of Lease under his hand and seal, bearing Date, &c. for the considerations in the same Indenture of Lease specified: Hath demised, granted, set, and to Farm-letten unto the said *R. T.* his, &c. all that parcel of ground containing, &c. To have and to hold the said piece or parcel of ground, &c. Yielding and paying, &c. as by the said recited Indenture of Lease, wherein also divers other Covenants, &c. may appear. Now know ye, That the said *R. T.* for and in consideration of, &c. by *S. P.* of, &c. well and truly paid, &c. Hath granted, bargained, &c. unto the said *S. P.* his, &c. as well the said recited Indenture of Lease and premises, with the appurtenances therein and thereby demised; together with all such erections and buildings as are erected, built and set upon the said parcel of ground by the said Indenture of Lease demised, or upon any part or parcel thereof by the said *R. T.* his Workmen or Assignes: as also all the estate, right, title, interest, use, possession, reversion, benefit, profit, property, claim, term of years to come, and demand whatsoever, which he the said *R. T.* his, &c. or any other Person or Persons to his use or behoof have or hath, may, might, should or ought to have or claim of, in, and to the same premises by force, vertue or means of the said recited Indenture of Lease, or any tiling therein contained, or otherwise howsoever. To have and to hold as well the said recited Indenture of Lease and premises, with the appurtenances therein and thereby demised; together with all such erections and buildings as are thereupon erected, as aforesaid: as also all the said estate, right, title, interest, use, possession, reversion, benefit, profit, property, term of yeares to come, claim and demand whatsoever of him the said *R. T.* his, &c. of,

in

in and to the same unto the said *S. P.* his, &c. from the day of the Date of these presents forthwards for and during all such remainder of years and other time as are now to come and unexpired of the said term of, &c. in and by the said recited Indenture of Lease granted. And the said *R. T.* for himself, &c. and for every of them doth Covenant, &c. to and with the said *S. P.* his, &c. and for every of them by these presents, in manner and form following, That is to say, that he the said *R. T.* at the time of the enfeoffing and delivery of these presents, hath in himself and in his own name and right, full power, true title add lawful authority to grant, bargain and sell the same premises above mentioned to be hereby bargained, and every part thereof to the said *S. P.* in such manner and form aforesaid. * And also that the said recited Indenture of Lease and premises with the appurtenances therein and thereby demised, and all other the premises above mentioned to be hereby bargained and sold, as aforesaid, on the day of the Date hereof, are and be, and on the 7. Day of, &c. shall be. And so from thenceforth during all the residue and term of years which shall be then to come and unexpired of the said term of, &c. in and by the said recited Indenture of Lease granted shall continue, remain, and be unto the said *S. P.* his, &c. free and clear, and freely and clearly acquitted and discharged, or otherwise by him the said *R. T.* his, &c. sufficiently saved or kept harmlesse of and from all and all manner of former or other bargains, sales, leases, grants, rents, arrears of rents, cause and causes of forfeiture and reentry, and of and from all other charges, titles, troubles and incumbrances whatsoever had, made, committed or done, or to be committed, &c. by him the said *R. T.* his, &c. or by any other Person or Persons whatsoever by his or their means, assent, forfeiture or procurement: (The yearly rent and Covenants in and by the said recited Indenture of Lease reserved and contained, which from and after the said 7. Day of, &c. on the Tenants or Leasees part and behalf shall grow due to be paid, done and performed in respect of the premises in and by the said recited Indenture of Lease demised onely excepted

That he hath full power and right title to the premises, and may lawfully sell the same and every part thereof.

* And that the premises shall remain and continue unto the said *S. P.* his, &c. freely and clearly discharged, and by him the said *R. T.* sufficiently saved and kept harmlesse from all troubles and incumbrances.

Proviso, That if *R. T.* his, &c. do well and truly pay unto *S. P.* the sum of, &c. on, &c. that then this present writing to be void, and the said *S. P.* shall truly deliver all Deeds and Writings concerning the premises uncanceled and undefaced, and this present Deed-poll to be cancelled.

But if default be made in the payment of the said sum of, &c. in part or in all, that then this Deed or writing shall stand in full force to the use and benefit of the said *S. P.* and his, &c.

excepted and foreprized.) Provided alwaies, and yet nevertheless, and the said *S. P.* for himself, &c. Covenanteth, &c. to and with the said *R. T.* his, &c. by these presents, That if the said *R. T.* his, &c. do or shall well and truly pay, or cause to be paid unto the said *S. P.* his, &c. the sum of 165 l. of, &c. at or in, &c. on the 7. Day of, &c. without any fraud or covin: That then and from thenceforth this present Deed-poll or writing of assignment, and every Covenant, grant and article herein contained, tending to the benefit and advantage of the said *S. P.* his, &c. shall be utterly void, frustrate, and of none effect to all intents and purposes whatsoever: and that then also he the said *S. P.* his, &c. shall and will well and truly redeliver or cause, &c. unto the said *R. T.* his, &c. (requiring the same) the said recited Indenture of Lease uncanceled and undefaced, without altering or changing the property thereof in any manner of wise: and shall then also deliver or cause, &c. unto the said *R. T.* his, &c. this present Deed-poll or writing of assignment to be cancelled and made void. And the said *R. T.* for him, &c. doth Covenant, &c. That if default shall happen to be made of or in payment of the said sum of 165 l. in part or in all contrary in anywise to the form above-expressed for payment thereof: That then and from thenceforth this present Deed or writing of assignment, and every Covenant, grant, and article herein contained tending to the benefit and advantage of the said *S. P.* his, &c. shall be, remain and continue in full power, force and vertue. And that then and from thenceforth he the said *S. P.* his, &c. for the said yearly rent of 40 s. and under, and according to the other Covenants, grants, articles and agreements contained in the said Indenture of Lease from thenceforth on the Tenants part to grow due to be paid, done and performed, shall or may peaceably and quietly have, hold, occupy, possess and enjoy the said piece or parcel of ground, and all other the premises with the appurtenances above-mentioned to be hereby bargained and sold, without any let, trouble, or interruption of or by him the said *R. T.* his, &c. or any of them, and without any lawfull let, eviction or expulsion by their or any of

of their meanes; assent, forfeiture, or procurement during all the residue of the said term of, &c. then to come and unexpired.

¶ *In witnesse, &c.*

A Bargain and Sale of a Bark or Ship.

TO all those to whom this present Writing shall come, I *J. H.* of, &c. do send greeting: Know ye, That I the said *J. H.* for and in consideration of, &c. Have bargained and sold, and by these presents do bargain and sell unto the said *T. R.* all that my Bark or Vessel called, &c. of the burthen of, &c. or thereabouts now surging at anchor in, &c. And all and singular the mast-sails, sale-yards, anchors, cables, cock or boar, tackle, furniture, munition and apparel to the same Bark or Vessel belonging or in any wise appertaining. To have and to hold the same my Bark or Vessel, and all and singular the masts, &c. *as supra*, thereunto belonging or appertaining, as aforesaid, unto the said *T. R.* his, &c. for ever. And I the said *J. H.* for my self, my, &c. do Covenant, &c. to and with the said *T. R.* his, &c. That I the said *J. H.* have in my self, and in my own name rightful power and lawful authority to bargain and sell all and singular the same Bark or Vessel and premises unto the said *T. R.* his, &c. in such manner and form, as aforesaid. And that all and singular the same premises now are and be, and so from henceforth shall for ever continue, remain, and be unto the said *T. R.* his, &c. clear, free, and clearly acquitted, exonerated and discharged, or otherwise by me the said *J. H.* my, &c. well and sufficiently saved harmless of and from all and singular former bargains, grants and incumbrances whatsoever. And further, that I the said *J. H.* my, &c. all the same premises unto the said *T. R.* his Executors, &c. against all people shall and will warrant and defend by the space of, &c. now next ensuing, according to the Lawes of *Oleron* (fire, water, and enemy only excepted.)

P p p

And

And I the said *J. H.* have put the said *T. R.* in full and peaceable possession of all and singular the same premises by the delivery of, &c. at the enfealing and delivery hereof fixed in the seal of these presents.

¶ In witness, &c.

¶ *A Condition that a Church-Warden shall
give an Account.*

Conditions, That whereas the within named *A. B.* together with the other Parishioners of the Parish of, &c. have before the Date within written of one assent, consent, and agreement elected and chosen the within named *C. D.* to be Church-warden of the said Parish for one whole year now next ensuing to receive and pay all such summe and summes of money and other things as in any wise shall or may concern the said Church of, &c. or belong to the Poor of the said Parish, and for the oversight and ordering of all such business as belongeth to a Church-warden. If therefore the said *C. D.* do at all times during his continuance in the said office of Church-warden keep a true, just and perfect account in writing of the receipts and payments of all such summes of money and other things whatsoever as shall in the mean time come to his hands, charge or custody in the right of the said Church or poor of the said Parish: And do not in the mean time lay out or expend upon any occasion whatsoever for any one particular business above the sum of 40 s. without the consent of the said *A. B.* and some other of the Parishioners of the said Parish whom the said *A. B.* shall appoint to consider thereof. And further, if the said *C. D.* his, &c. after the end of one whole year now next ensuing upon demand of the said *A. B.* and other the Parishioners of the said Parish do make and deliver up to such Auditor as for the same purpose shall be appointed, a true, just and perfect account of the receipt and payment of all such sums of money and other things

things as shall come to his hands, as aforesaid; and upon such account made and delivered up, as aforesaid, do well and truly pay and deliver unto the said Auditors, or to such other Person as shall be appointed in that behalf, all such sum and sums of money and other things whatsoever as then shall remain in the hands upon the foot of his said account, and be in his charge and custody in the right of the said Church: at the time of such account delivered up, that then this Obligation shall be void, &c.

An Annuity to be taken and received after the death of him that granteth that which is upon trust for a womans use: Penn'd by Robert Mason, Esquire.

THIS *INDENTURE* made, &c. Between, &c. *Witnesseth*, That the said *T. G.* the elder, for divers good and reasonable causes and considerations him thereunto moving: Hath given, granted and confirmed; and by these presents *The Grant.* doth, &c. unto the said *R. G.* and *H. C.* one annuity or yearly rent of, &c. issuing and going out of all and singular the Lands, Tenements and Hereditaments, being free hold of the said *T. G.* situate, lying and being in, &c. To have, take, receive and enjoy the said annuity or yearly rent of, &c. to the said *R. G.* and *H. C.* their Executors, &c. from and after the decease of the said *T. G.* for and during all the term of the natural life of *D. G.* Wife of *T. G.* the younger, of, &c. Gentleman; aforesaid; after the decease of the said *T. G.* the elder; the said annuity or yearly rent of 6*l.* to be paid yearly during the said term, at the Feasts of, &c. or within 28 dayes next after either of the said Feasts, by even portions, at or in, &c. And the first payment of the said annuity or yearly rent to be made at such of the said Feasts as shall first and next happen after the decease of the said *T. G.* the elder; or within 28 dayes then next following; which said annuity or yearly rent of 6*l.* the said *T. G.* the elder, hath given, granted and confirmed *Habund.*

Limitation of
the use.

Distresse for
non-payment.

A Covenant
to make fur-
ther estates.

to the said *R. G.* and *H. C.* as aforesaid, upon special trust and confidence, that they the said *R. G.* and *H. C.* their Executors, &c. shall from time to time, as they or any of them shall have received the said annuity or yearly rent, or any part thereof, in form aforesaid, pay and deliver over the said annuity or yearly rent, and every part thereof, to the said *D. G.* to her own proper hands, and to her own proper use, for and during the term of her natural life. And the said *T. G.* the elder, for him, his Heirs, &c. doth Covenant, &c. to and with the said *R. G.* and *H. C.* and either of them, their Executors, &c. by these presents, That if it shall happen the said annuity or yearly rent of 6 l. or any part or parcel thereof, to be behind and unpaid, contrary to the purport and true meaning of these presents (being lawfully asked at the above-mentioned Mansion-house) That then and from thenceforth it shall and may be lawful to and for the said *R. G.* and *H. C.* their Executors, &c. into all and singular the said Lands, &c. or any part thereof, to enter and distrein; and the distresse and distresses there taken, lawfully to lead, bear, drive and carry away, and the same with them or any of them to retain and keep to the use of the said *D.* untill the said annuity and the arrearages thereof (if any be) shall be unto the said *H. C.* and *R. G.* their, &c. to the use of the said *D.* fully satisfied and paid. And moreover, the said *T. G.* the elder, for him, &c. and for every of them, doth Covenant, &c. to and with the said *R. G.* and *H. C.* their, &c. by these presents, That he the said *T. G.* the elder, and his Heires, shall at all times hereafter, and from time to time during the space of, &c. next coming after the date of these presents, upon every reasonable request, and at the costs in all things of the said *D. R. G.* and *H. C.* or some of them; do, make, knowledge and execute, or cause to be done, &c. all and every such act and acts, assurance and assurances for the further and more better assurance, surety and sure making of the said annuity or yearly rent of 6 l. to the said *D.* or to her use, for and during the term of her natural life, after the decease of the said *T. G.* the elder, as by the said *D. R. G.* and *H. C.* or any of them, their or any

of their Councel learned in the Law, shall be reasonably devised, or advised and required:

¶ In witnesse, &c.

¶ An Annuity made to the use of the poor People in certain Parishes: Penn'd by Councel.

TO all People to whom this present Writing shall come, I. C. of, &c. send greeting in, &c. Know ye, that I the said I. C. of mine own good will, benevolence and meer motion for and towards the relief and maintenance of the poor People, which for the time hereafter being, shall inhabite and dwell in the severall Parishes of, &c. in the County of B. Have, given and granted, and by this my present Writing indented do give, &c. unto I. C. R. C. and T. T. of H. aforesaid, Yeomen; and unto H. S. and R. B. of H. aforesaid, Husbandmen; and R. F. W. S. I. B. &c. of L. aforesaid, Yeomen, one annuity or yearly rent of, &c. to be yearly issuing, going out, had and taken of all those my two Messuages or Tenements, Shops, Cellars, Sollers, Ware-houses, Edifices, Buildings, Hereditaments and Appurtenances, sit, lying and being at, nigh or upon Fresh-Wharfe, in or near, &c. now in the severall tenures and occupations of, &c. and their Assignes. To have, leave, receive, perceive and yearly take the aforesaid annuity or yearly rent of 5 l. unto the said, &c. their Heirs and Assignes, from and after the decease of me the said I. C. for ever, at two Feasts or Terms in the year, viz. at the Feasts of, &c. or within, &c. next after every of the same Feasts, by even portions, to the use and behoof, and to be bestowed, employed and disbursed in manner and form following; viz. on the first Sunday which shall first and next happen and come after the first payment and receipt of the said annuity or yearly rent, or of any part or parcel thereof, the sum of, &c. thereof to be bestowed in good and wholsom penny wheaten bread, and the same bread to be equally distributed and given to 24 of the poorest Inhabitants.

Habend.

Limitation of the use.

Distresse for
non-payment.

That none of
bad living
shall receive
any of this
annuity.

Church-War-
dens.

bitants of the aforesaid Parishes of, &c. for the time being, at the discretion of the Church-wardens and some of the ancient Inhabitants of the aforesaid Parishes of &c. viz. to every of the said Parishes 12 d. and on the Sunday then next and immediately ensuing the aforesaid first Sunday, the like sum of 2 s. of the said annuity or yearly rent, to be likewise bestowed in good, &c. *ut supra*: And so in like manner for ever, the sum of 2 s. to be bestowed in bread, as aforesaid: And the same 2 s. in bread to be given and distributed to 24 of the said Inhabitants of the said two Parishes, as aforesaid, orderly and indifferently; viz. to either of the said Parishes, 12 d. in bread, in form as is above declared. And if it shall happen the said annuity or yearly rent of, &c. to be behind, unpaid, in part or in all, after any Term or Feast of payment thereof aforesaid, in which the same ought to be paid by the space of, &c. being lawfully demanded at, &c. by the said, &c. or any of them, or by their or any of their Heires or Assigns, or by any other Person or Persons by them or any of them, lawfully authorized in that behalf: That then and from thenceforth, and so often, it shall be lawful to and for the said, &c. their Heirs, &c. or any of them, into all and singular the said two Messuages or Tenements, and other the premises, or any part or parcel thereof, to enter and distrain, and the distresse or distresses then and there had and taken, lawfully to lead, bear, drive and carry away, detain and keep untill they or some of them of the said annuity, &c. being behind and unpaid, and the arrearages thereof (if any be) and of their costs and charges in that behalf, to be reasonably expended and disbursed, shall be fully satisfied, contented and paid. And further know ye, that the intent and meaning of me the said L^c. and of these presents is, That no Person or Persons being a Blasphemer of Gods holy Name, and open or notorious evil Liver, shall be allowed of or admitted to have any part or parcel of the aforesaid weekly payments in bread, any thing, &c. And therefore I do by these presents require and straightly charge the Church-Wardens and Inhabitants of the said two several Parishes for the time being, that they (so much as they may) see that my good meaning herein be not

in

in any wise frustrated or defrauded. And lastly, know ye, that the will, intent and meaning of me the said J. C. and of these presents is, That from time to time for ever, within, &c. next after, the aforesaid Persons to whom I have by these presents granted the aforesaid annuity or yearly rent of, &c. to the uses aforesaid, their or any of their Assigns or Grantees thereof shall be all deceased save four, that those four surviving shall grant and assign over, by due form of Law, the aforesaid annuity or yearly rent, and their estate and interest therein, to ten or twelve others of the honest and most substantial Inhabitants of the said Parishes of, &c. for the time being, and their Heirs for ever, to the use and intent before by me mentioned and declared, whereof five or six be Inhabitants of the one of the said Parishes, and the residue and so many of the other Parish. And my will, intent and meaning is, and so I require the same, That in the same Grant and Assignment so to be made by the said Survivors of the said Grantees, that this my present Gift and Grant, and my full and whole intent and meaning herein, shall be briefly and summarily recited, and of and in that manner; I will the said yearly rent to be granted and conveyed from time to time for ever hereafter, as often as all the Grantees of the same annuity or yearly rent for the time being shall be deceased. And I do further friendly require and straightly charge the said, &c. their Heires and Assignes, that they perform likewise, and further my intent and true meaning in the premises, as much as in them shall lye, as they will answer the same before the Judgment Seat of Almighty God, at the dreadful day of Judgment. ¶ In witness whereof, to every part of these tripartite Indentures, as well I the said J. C. and, &c. as the said J. C. &c. have set to our hands and seals the, &c. and in the, &c. whereof one part of the said Indentures remain and be safely kept in the Parish Church of H. aforesaid, for ever, by the Church-Wardens of the aforesaid Parish Church for the time hereafter being to the use aforesaid; and one other of the said parts of the said Indentures to remain and be safely kept in the Parish Church

When all the Feoffees are dead saving four, the Survivors shall assure the same to others.

So often as the said Feoffees die, the said Grant shall be revived.

The Feoffees charge.

of

of *L.* aforesaid, by the, &c. *us supra.* And the third part of the same Indentures to remain to me and mine Heires for ever.

¶ *A Grant of an Annuity.*

In consideration of a Surrender of a Lease of 21. yeares, and in consideration of 200 l. in hand, paid at the ensealing hereof, and for and in consideration of a perfect assurance to be made of an Annuity of 50 l. *per annum*, in lieu of a Dowry for the natural life of *A. R.* and for divers other considerations,
 † Grant of the 50 l. *per ann.* to *A. R.* out of the Manour of *S.* with all the rights, members and appurtenances thereunto belonging to the said Manour or Lordship of *S.* aforesaid, and out of all other Manours or Lordships belonging to the said *A. B.* whatsoever whereof the said *A. B.* hath or may have possession or occupation in, the Parish of *S.* or else within the said County of *C.* &c.

THIS *INDENTURE* made, &c. Between *A. B.* of *S.* in the County of *C.* Esquire, of the one part; and *A. R.* of *London*, Widow, the relict of *T. R.* late of *B.* in the Parish of *N.* in the said County of *C.* deceased of the other part: *Witnesseth*, That the said *A. B.* for and in consideration of a Surrender to be made by the said *A. R.* unto the said *A. B.* of one Lease for the term of one and twenty years heretofore made by the said *A. B.* to the said *A. R.* of the capital Messuage called *B.* and of certain Lands to the same belonging, lying in the Parish of *L.* in the said County of *C.* And for and in consideration of the sum of two hundred pounds of lawful money of *England* to the said *A. B.* in hand paid before the ensealing and delivery of these presents by the said *A. R.* whereof and wherewith the said *A. B.* acknowledgeth himself to be fully satisfied, contented and paid, and thereof and of every part and parcel thereof doth fully, clearly, and absolutely exonerate, acquit and discharge the said *A. R.* her Executors, Administrators and Assignes, and every of them by these presents: And for and in consideration of a good and perfect Assurance and Estate to be made by the said *A. B.* to the said *A. R.* of one Annuity or Rent-charge of fifty pounds by the year to continue for and during the natural life of the said *A. R.* instead and lieu of her Dowry of, in and to the Manour of *D.* in the said County of *C.* And for divers other good causes and considerations the said *A. B.* thereunto especially moving: † Hath given, granted and confirmed, and by these presents doth for him and his Heires fully, freely,

freely,

freely, and absolutely give, grant and confirm unto the said *A. R.* one Annuity or yearly Rent-charge of fifty pounds of good and lawful money of *England* to be going, issuing, and payable out of all and singular that the Manour and Lordship of *S.* in the said County of *C.* with the rights, members, and appurtenances thereof. And out of all and singular Manours, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Copy-holds, Rents, Reversions, Services and other Hereditaments whatsoever to the said Manor or Lordship belonging or appertaining, or together with the same had, holden, occupied, used, demised, letten or enjoyed, or reputed, taken or known as part, parcel or member of the said Manor or Lordship, set, lying and being within the Parish of *S.* aforesaid, or elsewhere within the said County of *C.* And out of all other the Manours, Lordships, Messuages, Lands, Tenements and Hereditaments whatsoever of him the said *A. B.* or whereof the said *A. B.* hath or may have the possession or occupation lying and being within the Parish, Village, Hamlets, Territories or Fields of *S.* aforesaid, or elsewhere within the said County of *C.* To have, hold, receive, perceive, take and enjoy the said Annuity or yearly Rent-charge of fifty pounds, and every part and parcel thereof unto the said *A. R.* and her Assignes from the Day of the Date of these presents for and during the natural life of the said *A. R.* the same to be yearly paid at or within the common Dyning-Hall of the *Middle-Temple* near *Fleetstreet*, *London*; at the four most usual Feasts, or Terms in the year, (that is to say) at the Feasts of the Annunciation of our blessed Lady the Virgin *Mary*, &c. or within ten dayes next after every of the said Feasts by even and equal portions. And that it shall and may be lawful to and for the said *A. R.* for and during her natural life into the said Manor or Lordship of *S.* Messuages, Lands, Tenements, and into all other the premises, or into any part thereof to enter and distrain for the said yearly rent of fifty pounds, and the Arrearages thereof if any shall happen to be behind and unpaid, and the Distresse and Distresses there so had and taken, to take, drive, carry away and impound, and in pound to detain and keep untill the said *A. R.*

Habund. to A. R. to receive and take the said annuity of 50 l. per ann. during her life, to be paid at the four of most usual Feasts in the year by even and equal portions, Clause of distress. At such daies and places limited for payment thereof.

In case the said Annuity or Rent-charge happen to be behind and unpaid, then a *nomine pena*, and a distresse for that also.

Nomine pena, of 20 s. and the Arrearages thereof if any happen to be forfeited, and the Distresse & Distresses to drive and take away and keep untill the *nomine pena* and the Arrearages be fully satisfied and paid. * Covenant, that the Grantor is seized in Fee, without any remainder or reversion in the, &c. of an absolute and indefeasible estate.

and her Assignes, and every of them, shall be of the said Annuity or yearly Rent of fifty pounds, and of the Arrearages thereof, and of all damages, losses and expences sustained by non-payment thereof fully contented and paid. And the said *A. B.* doth for himself, his Heires, Executors, Administrators and Assignes, and for every of them, covenant, grant and agree to and with the said *A. R.* her Executors and Assigns, and to and with every of them by these presents, That if it shall happen the said Annuity or yearly Rent-charge of fifty pounds at any time or times hereafter during the life of the said *A. R.* to be behind and unpaid in part or in all after any of the said daies of payment in or at, which she same ought to be paid, (as aforesaid.) That then the said *A. B.* his Heires, Executors, Administrators and Assigns shall and will forfeit, lose and pay unto the said *A. R.* and her Assigns the sum of twenty shillings of lawful money of England, *nomine pena*, for every day that the same or any part thereof shall happen to be behind and unpaid after the dayes of payment above limited. And then also and so often it shall and may be lawful to and for the said *A. R.* and her Assigns into the said Manour or Lordship, and into all and singular other the premises with their appurtenances, and into every or any part or parcel thereof to enter and distrain for the said *nomine pena*, of twenty shillings, and the Arrearages thereof if any shall happen to be forfeited and unpaid, and the Distresse and Distresses there had and taken, to take, drive, carry and bear away, and the same to impound, and in pound to detain and keep, untill the said *A. R.* and her Assigns of the sum of twenty shillings so to be forfeited, *Nomine pena totius quoties*, and of all Arrearages of the same, and of all such damages, losses and expences as the said *A. R.* shall or may bear or sustain thereby, shall be fully satisfied, contented, and paid. * And the said *A. B.* doth for himself, his Heires, Executors, Administrators and Assigns, Covenant, grant and agree to and with the said *A. R.* her Executors, Administrators and As-

figures,

signs, and to and with every of them by these presents, That he the said *A. B.* the Day of the Date of these presents, is the lawful and true Owner of the premises, and of every part thereof, and is lawfully seized in his Demesne as of Fee-simple of and in the same to the use of him the said *A. B.* his Heires and Assigns for ever, without any remainder or reversion in, &c. and without any use, condition, proviso or limitation, to alter, change, revoke, or determine the same. And further, That the said Manour or Lordship, and other the premises, with their appurtenances, now are and so shall continue and remain (during the natural life of the said *A. R.* of the clear yearly value of one hundred and forty pounds by the year over and above all charges and reprises,) And that the said premises and every part thereof are and shall be from time to time during the natural life of the said *A. R.* overt and liable to the Distresse and Distresses of the said *A. R.* so the said annuity or yearly Rent-charge of fifty pounds; and the said *Nomine pene*, if the same or any part thereof shall hereafter happen to be behind and unpaid at the dayes, times and place above-limited for the payment thereof. And the said *A. B.* doth further for himself, his Heires, Executors, Administrators and Assignes, covenant, grant and agree to and with the said *A. R.* and her Assignes, that he the said *A. B.* his Heires and Assignes shall and will from time to time well and truly content, satisfy and pay, or cause to be well and truly satisfied and paid unto the said *A. R.* and her Assignes (during her natural life) the said Annuity or yearly Rent-charge of fifty pounds at the place and dayes of payment before limited and appointed for the payment thereof according to the true intent and meaning of these presents. And that he the said *A. B.* his Heires and Assignes at his or their own proper costs and charges in the Law shall and will from time to time and at all times hereafter during the space and term of three years now next ensuing the Date hereof upon every reasonable request in that behalf to be made to the said *Edward, then A. R.* his Heires, or Assignes by the said *A. R.* her Assignes, do make, execute and perform all and every such further

Covenant, that the Land is of such a value, besides charges, &c.

And that the Land shall be overt, &c. to the Distresse.

Covenant to pay the said Annuity at the times and places appointed.

Covenant for further assurance upon request, as shall be advised by Council.

assurance and conveyance of the premises or any part thereof for the better assuring, settling, and conveying of the said Annuity and yearly Rent-charge of fifty pounds in the said *A. R.* to continue during her natural life, as by the Counsel learned in the Law, of the said *A. R.* shall be reasonably devised, advised or required, be it by Fine, Feoffment, Recovery with double or singular Voucher or Vouchers, or by any other lawful wayes or means whatsoever.

¶ *In witnesse whereof, &c.*

¶ *A Letter of Attorney to enter and to deliver a Deed as Attorney, the same being first sealed and signed by the Party.*

TO all Christian People to whom this present Writing shall come, I *J. T.* of *C.* in the Co. of *M. Gent.* send greeting in our Lord God everlasting: Know ye, that whereas I the said *J. T.* have signed and sealed the writing of grant and assignement hereunto annexed, but have not delivered the same as my act and deed: Know ye, that I the said *J. T.* have constituted, ordained, authorized, and in my place & stead put my welbeloved in Christ, *N. E.* of *VV.* in the County of *Glouc.* Clerk, and *E. B.* of the same Town and County, Yeoman, my lawful Attorneys joyntly or severally for me and in my name to enter into the Manour of *VV.* and the hereditaments in the said writing under my hand and seal mentioned, or in any part or parcel thereof in the name of the whole according to the right conveyed unto me by Sir *VV. B.* Knight, and thereof, or of any part thereof, to take possession for me and in my name; and after such possession thereof taken, to deliver the Writing hereunto annexed unto Sir *M. E.* Knight, therein named, or to his certain Attorney or Attorneys, or to any other Person or Persons to his use, as my Act & Deed Ratifying, allowing, approving and confirming all & whatsoever my said Attorneys,

Attorneys, or either of them, shall do in the premises, according to my right, and the direction of a Decree or Order of the high Court of Chancery, dated the 24. of January last past before the date hereof; and holding the same as firm as if I my self had been personally present, and done the same.

According to a Decree in Chancery.

In Witnesse, &c.

A Deed of Covenant to stand seized to uses, according to former Articles of Agreement upon Marriage in tail, and for part of a Joynture.

THIS *INDENTURE* tripartite made, &c. Between Sir *W. B.* of *D.* in the County of *B.* Knight, of the first party; *N. S.* of *London*, Esquire, of the second party; and *H. B.* Esquire, Son and Heir apparent of the said *Sir W. B.* and *A. S.* sole Daughter and Heir apparent of the said *N. S.* of the third party. *Witnesseib*, * That for and in part of performance and accomplishment of the Covenants and Agreements comprized and contained in one pair of Articles of Agreements indented, had made and concluded upon the sixth day of *March* last past before the date hereof, between the said *Sir W. B.* of the one party, and the said *N. S.* of the other party. And for and in consideration of a Marriage shortly hereafter by the grace of God, to be had and solemnized between the said *Sir H. B.* and *A. S.* and for and in consideration of a Joynture to be had and made unto the said *A. S.* in case the said Marriage shall take effect; and that the said *A.* shall happen to survive and over-live the said *H. B.* And for and towards some provision of part of a livelihood and maintenance to be had and made unto the said *H. B.* and *A. S.* during the natural lives of the said *Sir W. B.* and of the said Lady *M.* his Wife; and for the continuance of the Manours, Lordships, Capital Messuages, Farms, Lands, Tenements and Hereditaments hereafter mentioned in the name, blood and kindred of the said *Sir W. B.* and of the said *H. B.*

* For and in consideration of part of performance and accomplishment of Articles and Agreements made between *Sir W. B.* of the one part; and *N. S.* on the other part; and in consideration of a Marriage to be solemnized between *H. B.* and *A. S.* and for and in consideration of a Joynture to be made to *A. S.* in case she survive *H. B.*

his

his said Son and Heir apparent, so long as it shall please Al-
mighty God, † And for divers other good
and reasonable causes and considerations
him the said Sir *W. B.* to these presents
especially moving, It is Covenanted, gran-
ted, concluded and fully agreed by and
between the said Parties to these presents,
in manner and form following; That is to
say, First, the said Sir *W. B.* for himself,
his Heires, Executors and Administrators
doth covenant, promise and grant by these
presents, to and with the said *N. S. H. B.*
and *A. S.* and so with every of them,
their and every of their Heires, Execu-
tors and Administrators. That he the said
Sir *W. B.* and his Heires, and all and every
other Person or Persons, and their Heires,

now standing or being seized, or which at any time hereaf-
ter shall stand and be seized of and in all and singular the
Manours, Capital Messuages or Farms, Lands, Ten-
ements, Rents, Reversions, Services and Hereditaments, with
their and every of their appurtenances of or in *A.* or elsewhere
in the County of *S.* now or late being or reputed the free-
hold and inheritance of the said Sir *W. B.* And of or in all
and singular Messuages, Houses, Edifices, Buildings, Barnes,
Stables, Orchards, Gardens, Farms, Lands, Tenements, Mea-
dows, Pastures, Feedings, Woods, Underwoods, Rents, Re-
versions, Services, Royalties and Hereditaments whatsoever,
with all and singular their and every of their appurtenances
in *A.* aforesaid, or elsewhere in the said County of *S.* of or
in which the said *W. B.* now hath any estate of inheritance:
And of or in all and singular Rents and yearly profits reserved
due or payable out of or for the premises, and every on any
part or parcel thereof; And of or in the reversion and rever-
sions, remainder and remainders of the premises, and in every
part and parcel thereof, shall and will stand and be seized
thereof, and of and in every part and parcel thereof, to the

uses, intents and purposes hereafter mentioned: * That is to say, to the use and behoof of the said Sir *W. B.* and of his Heires, untill the said Marriage shall be had and solemnized between the said *H. B.* and the said *A. S.* and from and after the said Marriage had and solemnized between the said *H. B.* and the said *A.* then to the use and behoof of the said *H. B.* and of his Assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after his decease, then to the use and behoof of the said *Aunt*, and of her Assigns, for and during the term of her natural life; and from and after the decease of the Survivor of them the said *H.* and *A.* then to the use and behoof of the Heires males of the body of the said *H. B.* on the body of the said *A.* lawfully to be begotten; and for default of such issue, then to the use and behoof of the Heires males of the body of the said *H. B.* lawfully to be begotten; and for default of such issue, then to the use and behoof of the said Sir *W. B.* and of his Assigns, for and during the term of his natural life; and after his decease, then to the use and behoof of *R. B.* second Son of the said Sir *W. B.* and of the Heires males of the body of the said *R.* lawfully to be begotten; and for default of such issue, then to the use and behoof of the right Heires of the said Sir *W. B.* for ever. And the said Sir *W. B.* for himself, his Heires, Executors and Administrators, and for every of them, doth by these presents Covenant, promise and grant to and with the said *N. S.* his Heires, Executors and Administrators, and every of them, That the said Manour, &c. and all and singular other the premises, with their appurtenances before mentioned, now be and be, and so at all times hereafter, and from time to

* That is to say, to the use and behoof of the said Sir *W. B.* and his Heires, untill the said Marriage had and solemnized between the said *H. B.* and *A.* then to the use of *H. B.* for and during his natural life, without impeachment of waste; and after his decease, then to the use of *A.* for term of her natural life; And from and after the decease of the Survivor of them the said *H.* and *A.* then to the use of the Heires males of the body of *H. B.* on the body of *A.* lawfully begotten; and for default of such issue, then to the use and behoof of the Heires males of the said *H. B.* lawfully begotten; and for default of such issue, to the use and behoof of the said Sir *W. B.* for and during his natural life; and after his decease, to the use and behoof of *R. B.* second Son of Sir *W. B.* and of the Heires of the said *R.* lawfully begotten; and for default of such issue, then to the use and behoof of the right Heires of the said *W. B.* for ever.

Covenant that the Lands are discharged; &c. or shall be saved harmless from all contributions.

time

Excepting certain Leases, &c. made by, &c. the true Copies of Counterparts, whereof are now delivered by Sir *W. E.* to *N. S.*

* The usuall Covenant for further assurance, with every such further lawful & reasonable act and acts, thing and things, device and devices in the Law whatsoever, for the more perfect and better assurance of the said Manours, &c. to remain to such uses, intents and purposes as are before in the presents limited.

time, shall be, remain and continue unto the uses, intents or purposes before in or by these presents limited, expressed or declared, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmless of and from all and all manner of Bargaines, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Uses, Wills, Intailes, Fines, Feoffements, Recoveries, Statutes, Merchant and of the Staple, Recognizances, Judgements, Executions, and of and from all other charges, titles, troubles and encumbrances whatsoever, be or shall be had, made, committed or done by the said Sir *W. B.* or by any other Person or Persons by his means, consent or procurement. All such Leases, estates and interests as the said Sir *W. B.* hath heretofore made, or caused or suffered to be made to any Person or Persons of or concerning all and singular the said Manours, Capital Messuages or Farmes, Lands, Tenements, Hereditaments, and other the premises, or any part or parcel of them, by any Deeds, Indentures or Writings: the true Copies or Counterparts whereof be now delivered by the said Sir *W. B.* unto the said *N. S.* (only excepted and foreprized.) * And also, that he the said Sir *W. B.* and his Heires, shall and will at all times hereafter, and from time to time at and upon the reasonable requests, and costs, and charges of the said *N. S.* his Heires or Assigns doe, make, knowledge, execute and suffer to be made and done all and every such further lawful and reasonable act and acts, thing and things, device and devices in the Law whatsoever for the further, more better and perfect assurance, sure-making and conveying of the said Manours, &c. and of every part and Parcel thereof to be and remain to such uses, limitations, intents and purposes, as are thereof before, in, or by these presents limited, declared or appointed: Be it be Recovery or Recoveries with one or more Voucher or Vouchers over, Fine or Fines, with or without Proclamations, Feoffment or Feoffements, or by any other waies or means whatsoever: as by the said *N. S.* his Heires or Assigns, or by his or their Counsel learned in the Law shall be reasonably devised, advised and required.

¶ In witnesse whereof to one part of these present Indentures remaining with the said N. S. the said Sir W. B. H. B. and A. S. have set their hands and seales. To one other part of the said Indentures remaining with the said H. B. and A. S. the said Sir W. B. and N. S. have set their hands and seales. And to one other part of the same Indentures remaining with the said Sir W. B. the said N. S. H. B. and A. S. have set their hands and seales: Given the Day and Year first above writen, &c.

¶ An Indenture of Covenants to levy a Fine, and suffer a Recovery, for increase of a Joynture.

THIS INDENTURE quadrupartite made, &c. Between Sir W. B. of D. in the County of B. Knight, Lady Mary his Wife, and H. B. Esquire, their Son and Heir apparent, of the first party: N. S. of London, Esquire of the second party: Sir H. M. of Little E. in the County of E. Knight, W. G. of Westm. in the County of M. Esquire R. B. Citizen and Grocer of L.VV.G. and J. J. of Lond. Esq. of the third party: and G. S. of London Gent. and S. M. of the fourth party: witnesseth, that for and in part of performance and accomplishment of the Covenants and agreements comprized and contained in one pair of Articles of agreement indented, had, made and concluded upon the sixt day of M. last past before the Date hereof made between the said Sir W. B. of the one party, and the said N. S. of the other party: and for further assurance and increase of a Joynture unto the said Lady Mary in case she shall happen to survive the said Sir W. B. her now Husband. And for and in consideration of a Marriage shortly hereafter by the grace of God to be had and solemnized between the said H. B. and A. S. now the onely Daughter and Heir apparent of the consideration of a Marriage to be had: between H. B. and A. S. onely Dughter of N. S. in recompence of Joynture and Dower.

For and in consideration of part of performance and accomplishment of Articles & agreement made between Sir W. B. and N. S. the 6. of M. &c. & for the assurance and increase of a Joynture for the Lady M. in case she survive Sir W. B. And afor and in con-

And for other considerations the said Sir *W. B.* doth Covenant with the said parties to these presents, That he the said Sir *W. B.* for him, his Heirs, &c. doth Covenant, &c. to and with the said *N. S.* his Heirs, &c. That he the said Sir *W. B.* the *L. Mary* his Wife, and *H. B.* at or before the, &c. now next ensuing the date hereof, shall & will by Fine or Fines in due forme of Law in the Court of Common Pleas at *Westm.* there to be recorded, with Proclamations according to the Statute: convey and assure unto the said *G. S.* and *S. M.* and their Heirs, all the Manour and Lordship of *D.* and Capital Messuages, with all the rights members and appurtenances thereof in the County of *B.* with all lands, meadows, pastures, feedings, &c.

said *N. S.* And for and in full satisfaction and recompence of such Joynture and Dower as she the said *A.* shall or may have or challenge out of, in, or to all or any of the Manours, Lands, Tenements and Hereditaments of him the said *H. B.* (in case the said *A.* do survive and outlive the said *H. B.*) And for the continuance of the Manour, Lordship, Lands, Tenements, Hereditaments hereafter mentioned in the name, blood, and kindred of the said Sir *W. B.* and of the said *H. B.* his said Son and Heir apparent so long as it shall please Almighty God. And for divers other good and reasonable causes and considerations him the said Sir *W. B.* to these presents especially moving. It is Covenanted, granted, concluded and fully agreed by and between the said parties to these presents in manner and form following, (that is to say) the said Sir *W. B.* for him, his Heirs, Executors, and Administrators doth covenant, promise, and grant by these presents, to and with the said *N. S.* his Heirs, Executors, and Administrators, That he the said Sir *W. B.* the Lady *Mary* his Wife, and the said *H. B.* at or before the, &c. now next ensuing the Date of these presents, shall and will by Fine or Fines in due forme of Law to be levied in the Court of Common-Pleas usually holden at *Westm.* there to be recorded, with Proclamations according to the Stat. or one of them in that behalf made and provided in such sort, as is commonly used in the same Court, convey and assure unto the said *G. S.* and *S. M.* and their Heirs, or to the Heirs of one of them. All that the Manour and Lordship of *D.* &c. and Capital Messuage, &c. with all the rights members and appurtenances thereof in the said County of *B.* and all lands meadows, pastures, feedings, moores, marshes, fenny grounds and hereditaments to the said Capital Messuage belonging or appertaining, or

therewith

therewith used, occupied, or enjoyed. And also all the Advowson, Donation, gift, free disposition and right of Patronage of the Rectory and Parish Church of D. aforesaid in the said County of B. And all those meadows, lands, pastures, woods, and hereditaments called or known by the name of, &c. And all Messuages, Granges, Milnes, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Wastes, Woods and Underwoods to the said Manour belonging or appertaining, and the soyle and ground of the said Woods and Underwoods. And all the Copy-hold and customary Messuages, Lands and Tenements parcel or holden of the said Manour of D. And all rents and services as well of Free-holders as of Copy-holders, and all other Rents reserved upon all and every Grant and Grants, Demise and Demises made of the premises, or of any part or parcel thereof, and all and every their or any of their Reversion and Reversions of the said premises, or any of them. And all other commodities, profits, emoluments, and hereditaments whatsoever, with their appurtenances, situate, lying and being in D. aforesaid, in the said County of B. or elsewhere within the Common-wealth of England, to the said Manour, Lordship, Capital Messuage and premises, or any of them belonging or in any wise appertaining, or as part, parcel or member of the said Manour, Lordship, &c. and other the premises, or any of them at any time heretofore had, known, accepted, used, demised, letten or reputed. And all and all manner of Court Barons, Court Leets, views of Frank-pledges, Law-dayes, perquisites and profits of Writs, and all that to any such Courts which do or may belong or appertain, goods and chattels wayved, goods and chattels of Felons and Fugitives, Felons of themselves and put in exigent, or by any other wayes or means convicted, condemned, or attainted, Knights-fees, free-warrens, liberties, franchises, priviledges, jurisdictions, Royalties, the assise of bread, wine and ale, fayres, markets, tolls, profits, commodities and emoluments whatsoever to the said Manour, Lordship, Capital Messuage, and all other the premises, and every or any of them belonging or in any wise appertaining; and the Reversion and Reversions,

R r r 2

Remainder

Advowson, donation, gift, free disposition and right of patronage of the Rectory, and Parish Church of D. aforesaid, with all lands and meadows, pastures, &c. called or known by the name of &c. And all the Copyholds and customary Messuages and Tenem. parcel or holden of the said Manour of D.

Court Barons,
Court Leets,
&c.

All perquisites
and goods of
Felons, &c.

Free Warrens,
Franchises and
Royalties, &c.

Remainder and Remainders of all and singular the premises, and every part and parcel thereof. And also all that Messuage, Tenement or Farme, and all the Lands, Meadows, Pastures and Underwoods to the same belonging, situate, lying and being in *D.* aforesaid, in the said County of *B.* called or known by the name of *D.* And all and singular other the Manours, Lordships, Messuages, Lands, Tenements and Hereditaments whatsoever of the said Sir *W. B.* lying and being within the Parish of *D.* in the said County of *B.* or elsewhere within the said County of *B.* To the intent and purpose that they the said *G. S.* and *S. M.* shall or may be the full and perfect Tenents of the Freehold of the premises in such sort as that one or more Recovery or Recoveries may be therof and of every of them had and pursued by the said Sir *H. M. W. G. Ro. B. W. G. & F. 7.* or some of them; whereupon the said Sir *W. B.* Lady *M.* his Wife and *H. B.* shall be vouched in such sort and manner, and shall so therein demean themselves that one or more Recovery or Recoveries shall

And to the intent that *G. S.* and *S. M.* may be perfect Tenents of the freehold, that one or more Recovery or Recoveries may be therof had and pursued by the said Sir *H. M. W. G. &c.* or some of them: whereupon the said Sir *W. B.* Lady *M.* his Wife, and *H. B.* shall be vouched in such manner with such and so many Vouchers as by the said *N. S.* his Heirs, &c. or by his Council learned in the Lawes shall be reasonably devised, or advised, and required.

or may be had, with such and so many Vouchers as by the said *N. S.* his Heirs, Executors or Administrators, or by his or their Council learned in the Law shall be reasonably devised, or advised and required. The which shall be executed accordingly, before the Feast Day of, &c. now next ensuing. And it is fully concluded and agreed by and between all the said parties to these presents, That as well the said fine, the said Recovery and Recoveries, and the execution and executions thereupon to be had, and all other Fines and Recoveries to the uses, intents and purposes hereafter mentioned, shall be, and shall be adjudged, deemed and taken to be, and the Recoverers and every of them, and their Heirs shall and will stand and be seized, and be adjudged, deemed and taken to be seized of the said Manour and premises, and of every of them to the uses, intents and purposes here-

hereafter mentioned, (that is to say) To the onely proper use and behoof of the said Sir *W. B.* and of his Assigns for and during the term of his natural life without impeachment of or for any manner of waste. And from and after his decease, then to the onely use and behoof of the said Lady *Mary* now his Wife, and of her Assigns for and during the term of her natural life in part of satisfaction and recompence of her Joynture and Dower. And from and after the decease of the Lady *Mary*: and after the said Marriage, had and solemnized between the said *H. B.* and the said *A. S.* then of, for, and concerning all those Lands, Tenements and Hereditaments, with their appurtenances commonly called *S. &c.* to the onely use and behoof of the said *H. B.* and of his Assigns for and during the term of his natural life without impeachment of or for any manner of waste: And from and after his decease, then to the use and behoof of the said *A.* and of her Assigns for and during the term of her natural life, in full satisfaction and recompence of the Joynture and Dower of the said *Anne*, out of, in and to all and singular the Lands, Tenements and Hereditaments of the said *H. B.* And from and after the decease of the Survivor of the said *H.* and *A.*

To the onely use and behoof of the said Sir *W. B.* his, &c. during his natural life: and after his decease, to the use of the *L. M.* his now Wife, and her Assigns, during her life, in recompence of her Joynture and Dower, and after her decease, and after the Marriage had between *H. B.* and *A. S.* then of and concerning all those Lands, Tenements and Hereditaments, with the appurtenances called *S.* To the onely use and behoof of *H. B.* and his Assigns during his life, without impeachment of waste; and after his decease, then to the use and behoof of the said *A.* and her Assigns for and during her life, and in full satisfaction and recompence of the Joynture and Dower of the said *A.* of and in all and singular the Lands, &c. of the said *H. B.* and after the decease of the Survivor of the said *H.* and *A.* then to the use of the Heirs males of the body of *H. B.* on the body of *A.* lawfully begotten; and for default of such issue, to the Heirs males of *H. B.* and for default of such issue, then to the use of *R. B.* second Son of Sir *W. B.* and of the Heirs males of the body of the said *R.* lawfully begotten; and for default of such issue, then to the use of the third Son of the body of Sir *W. B.* upon the body of the said Lady *M.* lawfully begotten or to be begotten, and for default of such issue, then to the use of every other Son and Sons of the said Sir *W. B.* successively and in order as they be in seniority of age, and of the Heirs males of their several bodies lawfully begotten: and for default of such Son and issue male, then to the use and behoof of the Heirs females of the body of the said Sir *W. B.* upon the body of the said *L. M.* lawfully begotten; and for default of such issue, then to the use and behoof of the Heirs males of the said Sir *W. B.* lawfully begotten: and for default of such issue, then to the right Heirs of the said *L. M.* for ever.

Then

Then to the use and behoof of the Heirs males of the body of the said *H. B.* on the body of the said *A.* lawfully to be begotten. And for default of such issue, then to the use of the Heirs males of the body of the said *H. B.* lawfully to be begotten. And for default of such issue, then to the use and behoof of *R. B.* second Son of the said Sir *W. B.* and of the Heirs males of the body of the Son *R.* lawfully to be begotten: And for default of such issue, then to the use and behoof of the third Son of the body of the said Sir *W. B.* upon the body of the said *L. M.* lawfully begotten or to be begotten: and of the Heirs males of the body of the said third Son lawfully to be begotten: And for default of such issue, then to the use and behoof of all and every other Son and Sons of the body of the said Sir *W. B.* upon the body of the said *L. M.* lawfully to be begotten, successively and in order one after the other as they shall succeed and be in seniority or of age, and of the Heirs males of the several bodies of all and every such other Son and Sons lawfully to be begotten. And for default of all and every such Son or issue male, then to the use and behoof of the Heirs females of the body of the said Sir *W. B.* upon the body of the said *L. M.* lawfully begotten or to be begotten: And for default of such issue, then to the use and behoof of the Heirs males of the body of the said Sir *W. B.* lawfully to be begotten: And for default of such issue, then to the use and behoof of the right Heirs of the said *L. M.* for ever. And of, for and concerning all and singular the rest and residue of the said Manour of *D.* and other the Messuages, Lands, Tenements and Hereditaments, and premises with the appurtenances in the said County of *B.* whereof no use or uses is or are before in or by these presents limited

And for and concerning the rest & residue of the said Manours of *D.* and other the Messuages, Lands, Tenements &

Hereditaments, and premises, with the appurtenances in the said County of *B.* whereof no use or uses are limited, declared or appointed from and after the decease of the said Sir *W. B.* and *L. M.* and of the Survivor of them shall be adjudged, deemed, and taken to be seized of the rest and residue of the said Manour of *D.* aforesaid, to the uses hereafter mentioned; to the use of the said *H. B.* and of the Heirs males of his body on the body of *A.* lawfully begotten: and for default of such issue, then to the use of the Heirs males of the body of *H. B.* lawfully begotten; and for default of such issue to the use of *R. B.* second Son of Sir *W. B.* and so for default to the third Son, and of the Heirs of the third Son lawfully begotten; and for default of such issue, then to the use of all and every Son, as in the former is expressed,

declared,

declared, for appointed, from and after the decease of the said *W. B.* and *La. M.* and of the Survivor of them; That then the said Recovery and the execution thereupon to be had and executed shall be and shall be adjudged, deemed and taken to be, and the Recoverers and every of them, and their and every of their Heirs, shall and will from and after the decease of the Survivor of the said *Sir W. B.* and *La. M.* stand and be seized, and be adjudged, deemed and taken to be seized of the rest and residue of the said Manour and premises in *D.* aforesaid and of every of them to the use, intents and purposes hereafter mentioned, (that is to say) To the use and behoof of the said *H. B.* and of the Heirs males of the body of the said *H. B.* on the body of the said *A.* lawfully to be begotten: And for default of such issue, then to the use and behoof of the Heirs males of the body of the said *H. B.* lawfully to be begotten; And for default of such issue, then to the use and behoof of the said *R. B.* the second Son of the said *Sir W. B.* and of the Heirs males of his body lawfully to be begotten: And for default of such issue, then to the use and behoof of the third Son of the body of the said *Sir W. B.* upon the body of the said *La. M.* lawfully to be begotten, and of the Heirs males of the said third Son lawfully to be begotten: And for default of such issue, then to the use and behoof of all and every other Son and Sons of the body of the said *Sir W. B.* &c. (as in the former.) And the said *Sir W. B.* for himself, his Heirs, Executors and Administrators, and for every of them doth for the considerations aforesaid farther covenant, promise and grant by these

The said *Sir W. B.* for the considerations aforesaid, doth further Covenant for him,

his, &c. to and with the said *W. S.* his, &c. that he the said *Sir W. B.* and his Heirs, and every other Person and Persons and their Heirs now standing or being seized or hereafter shall stand and be seized in all those Messuages, Tenements or farms, lands and hereditaments of *J. H.* and *H.* in the County of *M.* whereof *Sir W. B.* now hath any estate of inheritance, and of and in all lands, &c. whatsoever to them or any of them belonging or in any wise appertaining: And of and in the Reversion, or Reversions, Remainder or remainders of the same shall and will from time to time, and at all times hereafter stand and be seized thereof, and of every part thereof to the uses, intents and purposes hereafter declared.

presentas

presents to and with the said *N. S.* his Heirs, Executors and Administrators, and every of them, that he the said Sir *W. B.* and his Heirs, and all and every other Person and Persons and their Heirs now standing, or being seized, or which at any time hereafter shall stand or be seized of or in all these Messuages, Tenements, or Farmes, Lands, Tenements and Hereditaments in *J. H.* and *H.* in the said County of *M.* whereof or wherein the said Sir *W. B.* now hath any estate of inheritance, and of and in all lands, meadows, pastures, feedings, commons, woods, under-woods, rents, and hereditaments whatsoever to them or any of them belonging or in any wise appertaining, or now or late used, occupied or enjoyed to or with the same several Messuages or Tenements, or any of them as part, parcel, or member of them or any of them. And of and in the Reversion and Reversions, remainder and remainders of the same, or any of them shall and will from time to time and at all times hereafter stand and be seized thereof, and of every part and parcel thereof to the uses, intents, and purposes hereafter in and by these presents limited, expressed and declared (that is to say) To the onely proper use and behoof of the said Sir *W. B.* and of his Assigns, for and during the term of his natural life, without impeachment of or for any manner of waste: and from and after his decease, then to the onely use and behoof of the said *L. M.* now his Wife, and of her Assigns, for and during the term of her natural life, in full satisfaction and recompence; and a further increase of her Joynture and Dower, of, in, out of and to all and singular the Manours, Lands, Tenements and Hereditaments of the said Sir *W. B.* her Husband; and from and after the decease of the said *L. M.* and after the said Marriage had and solemnized between the said *H. B.*

To the onely use and behoof of the said Sir *W. B.* and his Assigns, for term of his life, without impeachment of waste: and after his decease, to the use of the said *L. M.* his Wife and her Assigns, for her life, in full satisfaction and recompence of her Joynture and Dower of and in all the Manours, Lands, Tenements and Hereditaments of the said Sir *W. B.* her Husband: and from and after the decease of the said *L. M.* and after the said Marriage solemnized between *R. B.* and *A. S.* then to the use of the said *H. B.* and of the Heires males of the body of *H. B.* on the body of *A. S.* lawfully begotten: and for default of such issue, then to the uses, as afore-

said.

and

and above all charges and reprints for terme of the life of the said *A.* to and for the onely use of the said *A.* to begin and to take effect in Possession immediately upon the deceasing of the Survivor of the said Sir *W. B. La. M.* his Wife, and *H. B.* in lieu and recompence of such Lands, Tenements and Hereditaments, and other the premises in *D.* aforesaid, as are before in or by these presents intended or agreed to be conveyed and assured unto the said *A. S.* for and during the term of her natural life, in such manner and form as is aforesaid: Then the estate for life hereby limited and appointed to or for the said *A.* of, in and to the said Lands, Tenements and Hereditaments, and all and singular other the premises in *D.* aforesaid, shall cease, determine and be utterly void, frustrate and of none effect: and then and from henceforth the said recovery and recoveries, with the execution thereupon to be had and obtained, shall be and shall be adjudged, deemed and taken to be: And the said Recoverers, and every of them, their and every of their Heirs, shall and will stand and be seized, and be adjudged, deemed and taken to be seized after the decease of the Survivor of them the said Sir *W. B.* Dame *M.* and *H. B.* of and in such and so much of the said Lands and Tenements, and other the premises in *D.* aforesaid, as is limited or appointed before in or by these presents, to or for the use of the said *A. S.* the Daughter, for terme of her life, as is aforesaid, to the onely use and behoof of the Heirs males of the body of the said *H. B.* on the body of the said *A.* the Daughter lawfully to be begotten: and for default of such issue, then to such further use and uses, behoofs, intents and purposes as he thereof before in, or by these presents limited, expressed or declared, and to none other use or uses, intents or purposes whatsoever (any thing before in these presents mentioned or contained to the contrary thereof in any wise notwithstanding.) Provided also, and it is further Covenanted, granted, concluded and fully agreed by and between all and every the said Parties to these presents, and every of them, and it is the true intent and meaning of these presents, and of the Parties to the same, that it shall and may be lawfull to and for the said Sir *W. B.* at all and every time and times hereafter, when and

Proviso, to
make Leases,
not exceeding
21. years.

and as often as it shall please him by any Writing or Writings to be sealed and subscribed by and with the hand and seal of the said *La. M.* as by and with the hand and seal of the said *Sir W. B.* in the presence of three or more sufficient Witnes- ses, and not otherwise. And also, that it shall and may be lawful to and for the said *Sir W. B.* at any time after the de- cease of the said *La. M.* his Wife, or by any Writing or Wri- tings by him to be sealed and subscribed in the presence of three or more sufficient Witneses, and not otherwise, to make any Lease or Leases, Demise or Demises of so much of the said Manour of *D.* and other the premises in *D.* aforesaid, as is limited or appointed to or for the Joynture of the said *A.* or of any part or parcel thereof, to any Person or Persons for any term or terms of years not exceeding the term of one and twenty years, to take effect immediately from the making of such Lease or Leases, Demise or Demises. So as upon every such Lease or Leases so as is aforesaid, to be made, such and so much yearly rent or rents, or more, shall be reserved for every parcel or parcels of the premises so to be demised, as is mentioned or expressed in a Writing indented, bearing date with these presents, to one part whereof the said *Sir W. B.* hath set his hand and seal, and to the other part whereof the said *N. J.* hath set his hand seal, the said premises so meant or intended to be demised, be rated and valued at to be yearly worth. And also, that it shall and may be lawful to and for the said *Sir W. B.* and *La. M.* his Wife, at all and every time and times hereafter during the term of their natural lives, when and as often as it shall please them, by any Writing or Writings by them to be sealed and subscribed in the presence of three or more sufficient Witneses, to make any Lease or Leases, Demise or Demises of so much of the said Manour of *D.* and other the said Lands, Tenements, Hereditaments and premises in *D.* *H.* and *M.* aforesaid, as are not limited or appointed to or for the Joynture of the said *A.* to any Person or Persons, &c. (as in the former last Proviso). And for the further and better fortification, surety and sure making of all and every the said Lease and Leases, Demise and Demises to be had and made according to the true meaning of these pre-

So as upon such Leases, as much rent be reserved as the Land is worth.

and as upon such Leases, as much rent be reserved as the Land is worth.

Covenant that the Recoverers and Recoverers shall stand seized to the use of such Leases.

sents; It is further provided and fully Covenanted, granted, concluded and agreed by and between the said Parties to these presents, and every of them, That at all times from and after the said Lease and Leases, Demise and Demises so to be had and made, as is aforesaid, the said Recovery and Recoveries before mentioned, shall be, and shall be adjudged, esteemed and taken to be: And the said Recoverers and their Heirs, and all and every other Person and Persons, and their Heires, then standing or being seized, or which at any time from thenceforth shall stand or be seized of or in so much of the said Manour and premises, as shall so happen from time to time to be Leased or Demised, in manner and form, and according to the true meaning of these presents, shall from thenceforth stand and be seized thereof, and of every part and parcel thereof to the use and uses of all and every such Person and Persons to whom any such Lease or Leases, Demise or Demises shall be so had or made, their Executors, Administrators & Assigns, for and during the continuance of all and every the said Lease and Leases, Demise and Demises; and that in all things according to the true intent and meaning of all and every the said Lease and Leases, Demise and Demises, so long as the said Lessee and Lessees, Demisee and Demisees, their Executors and Assigns, shall and do well and truly satisfie and pay the rents reserved in and by the said Lease or Leases, Demise or Demises. And from and after the expiration of all and every the same Lease and Leases, Demise and Demises to be had and made, as aforesaid, and as they shall severally end and determine: Then and from thenceforth, to such further use and uses, purposes and intents, as be thereof before in these presents expressed and declared, and as by the true intent and meaning of these presents they should or ought to have done if no such Lease or Leases, Demise or Demises had been thereof at any time had or made (any matter, or thing herein contained to the contrary thereof in any wise notwithstanding.) And the said Sir *M. B.* for himself, his Heires, Executors and Administrators, and for every of them, doth by these presents Covenant, promise and grant so and with the said Sir *M. B.* his Heires, Executors and Administrators, and

So long as the
rent shall be
paid.

And after the
expiration of
such Leases,
then to the
uses limited by
this Deed.

The usual Co-
venant to free
from incum-
brances.

and every of them, that the said Manours, Capital Messuages or Farms, Lands, Tenements, Rents, Reversions, Services, Hereditaments, and all and singular other the premises, with the appurtenances, now are and be, and so at all times hereafter, and from time to time, shall be, remain and continue unto the uses, intents and purposes before in and by these presents limited, expressed, or declared, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise sufficiently saved and kept harmlesse of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Uses, Wills, Insailes, Fines, Feoffements, Recoveries, Statutes Merchant, and of the Staple, Recognizances, Judgments, Executions, and of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed or done by the said Sir *N. B.* or by any other Person or Persons by his meanes, consent or procurements, (all such Leases, Estates and Interests as he the said Sir *N. B.* hath heretofore made to any Person or Persons of or upon the said Manours, Messuages, Farms, Lands, Tenements, Hereditaments, and other the premises, or of or upon any part or parcel of them; upon which Leases there is reserved the old and accustomed yearly rent or rents, or more, which shall continue yearly due and payable, according to such limitations and appointments as are thereof before in or by these presents expressed or declared, onely excepted and foreprized.) And also, that he the said Sir *N. B.* the said *La. M.* his Wife, and the said *H. B.* and every of them, their and every of their Heires, shall and will at all times hereafter, and from time to time, during the space of, &c. now next ensuing, at and upon the reasonable request and costs and charges in the Law of the said *N. S.* his Heires or Assignes, do, make, knowledge, execute and suffer to be made and done, all and every such further lawful and reasonable act and acts, thing and things, device and devices in the Law whatsoever, for the further, clearer, more perfect and better assurance, sure making and conveying of the said Manour, Capital Messuages or Farms, Lands, Tenements, Hereditaments, and other the premises, and of every part and parcel thereof, to be and remain

Excepting certain Leases, &c. made by, &c.

The usual Covenant for further assurance.

remain to such uses, limitations, intents and purposes, as there-
of before in or by these presents limited, expressed, declared
or appointed; be it by Recovery or Recoveries, with one or
more Voucher or Vouchers over, Fine or Fines, with or with-
out Proclamations, Feoffment or Feoffments, or by any other
waies or means whatsoever, as by the said N. S. his Heires or
Assigns, or by his or their Councel learned in the Law, shall
be reasonably devised, or advised and required; so as the
estates and uses hereby limited, appointed and intended to
and for the said Sir W. B. and La. M. be not thereby forfeited,
impeached, determined, impaired or incumbered.

¶ In witness whereof, to one pair of these present Indenoures
remaining with the said Nicholas S. the said Sir W. B. Lady
M. his Wife, H. B. Sir H. M. W. G. R. B. W. G. F. I. G. S.
and S. M. have set their hands and seals. To one other pair
of these same Indenoures remainin with the said Sir H. M. W. G.
R. B. W. G. and F. I. the said Sir W. B. Lady M. his wife,
H. B. N. S. G. S. and S. M. have set their hands and seals. To
one other pair of the same Indenoures remaining with the said
G. S. and S. M. the said Sir W. B. Lady M. his Wife, H. B.
N. S. Sir H. M. W. G. R. B. W. G. and F. I. have set their
hands and seals. And to one other pair of Indenoures remain-
ing with the said Sir W. B. Lady M. his wife, and H. B. the
said N. S. Sir H. M. W. G. R. B. W. G. F. I. G. S. and S. M.
have set their hands and seals: Given the day and year first
above written, &c.

¶ An Indenture of Covenants to levy a Fine, and
for the payment of an Annuity, &c.

THIS INDENTURE tripartite, made, &c. Between
I. C. of B. in the County of S. Esquire, and Dame
W. his Wife, of the first part; VV. B. Son and Heir appa-
rent of the said Dame W. and K. his Wife, of the second
part; and W. Q. of, &c. L. D. and R. W. of the third
part.

part. *Witnesseth*, † That it is covenanted and agreed by and between the said Parties to these presents, and each of them for him and themselves, and every of them, their and every of their Heires, Executors and Administrators, do Covenant and grant to and with the other of them, their and either of their Heires, Executors and Administrators in manner and form following, (That is to say) That they the said *I. C. Dame W. W.B. and K.* before the Feast of Easter now next coming, shall and will at the costs and charges of the said *V.V.B.* and as shall be reasonably devised or advised by the Council learned in the Law of the said *I. C. and W. B.* acknowledge and levy unto the said *W. Q. L. D.* and *R. W.* one Fine, *sur consauance de droit, cum eo que il a de son done*, Of all that the Lordship and Manour of *L.* with the appurtenances in the County of *Worcester*; and of all Houses, Buildings, Lands, Tenements, Meadows, Leafowes, Pastures, Commons, Woods, Under-woods, Waters, Fishings, Rents, Reversions, Services and Hereditaments whatsoever in the said County of *W.* to the said Lordship and Manour, or to either of them, belonging or appertaining, or accepted, used or reputed as part, parcel or belonging to the same. And of all such other Messuages, Lands, Tenements, Reversions, Services and Hereditaments whatsoever of the said *I. C.* and Dame *W.* or of either of them, with the appurtenances, situate, lying and being within the Towns, Parishes, Hamlets or Fields of *L.* aforesaid, which sometimes were the inheritance of Sir *T. L.* Knight, Father of the said Dame *V.V.* and of Dame *A.* his Wife, or either of them, Which Fine so to be had and levied, or in what manner or form soever the same shall be had and levied, shall be, and the said *W. Q. L. D.* and *R. W.* their Heires and Assignes, shall by force thereof stand and be seized of the said Lordship, and all other the premises, to the uses, intents and purposes, and upon condition and limitation hereafter in these presents limited, expressed, and declared:

† A Covenant to levy a Fine before the Feast of Easter next coming, at the costs and charges of *W. B.* and as shall be devised or advised by the Council learned in the Law of the said *I. C.* and *W. B.* acknowledge and levy unto the said *W. Q. L. D.* and *R. W.* one fine, *sur consauance de droit, &c.* of all that Lordship and Manour of *L.* with the appurtenances, in the County of *W.* and all Houses, Buildings, Meadows, Pastures, &c. and all other the premises in these presents mentioned.

The Fine so to be levied, shall be and the said *W. Q. L. D.* and *R. W.* their Heires, &c. by force thereof, stand seized to the uses, intents and purposes hereafter expressed.

That

To the intent
that such a one
shall have such
a rent.

And to the in-
tent, and upon
condition, that
if the rent be
behind and
unpaid by, &c.
then to re-en-
ter.

And after such
default in pay-
ment, the said
Fine to be to
such uses.

That is to say, First, to the intent and purpose that the same Dame *W.* and her Assignes, shall and may yearly, during her natural life, lawfully and peaceably have, perceive and take out of the said Lordship and Manour, and all other the premises, one annual rent of, &c. of lawful English money, at two Dayes or Feasts of the year (that is to say) at the Feasts of, &c. by even and equal portions to be paid yearly during the life of the said Dame *W.* by the said *W. B.* his Heires, Executors, Administrators or Assigns, in manner and form aforesaid, at or in the Middle-Temple-Hall near *Fleet-street, London.* And further, to the intent, use and purpose, and upon condition, That if it shall happen the said yearly rent, or any part thereof, to be behind, or unpaid at the place of payment aforesaid, by the space of fourscore and ten dayes next after any of the said dayes of payment; That then it shall and may be lawful to and for the said Dame *W.* and her Assignes, into the said Lordship and Manour, and all other the premises, to re-enter, and the same to have and hold for the term of her life, as in her now present and former estate and right. And to and for that purpose it is agreed by and between all the said Parties to these presents, for them, their Heires and Assignes, that after such default of payment, the said Fine shall be, and shall be deemed and taken to be to the use of the said Dame *W.* and her Assignes, for the term of her life, without impeachment of or for any manner of waste, and in as large beneficial sort and manner as the said *J.C.* and Dame *W.* and as in right of the same Dame *W.* now have or ought to have and hold the same (the said Fine, or any other matter or thing in these presents to the contrary in any wise notwithstanding.) And it is moreover agreed by and between all the said Parties to these presents, for them, their Heires and Assigns, that the said Fine shall be to the further use, intent and purpose, that it shall and may be lawful to and for the said Dame *W.* and her Assigns, at all time and times, when and as often as the said yearly rent, or any part thereof, shall happen to be behind or unpaid at the place of payment aforesaid, by the space of 28 daies next after any of the said Feasts of payment. To have, perceive and take out of the said Lordship and
Manour,

Manour, and other the premises, or any part thereof, 10 l. of lawful English money, *Nomine pane*. And that it shall and may be lawful to and for the said Dame *W.* and her Assigns; at all time and times into the said Lordship and Manour, and other the premises, to enter and distrain, as well for the said sum of money so to be forfeited, *Nomine pane*, as for the arrearages of the said rent which shall so happen to be behind or unpaid. And the distresse and distresses there taken or found to impound, and in pound to detain and keep until the said arrearages of the said yearly rent and sums so to be forfeited, *nomine pane*, as aforesaid, shall be according to the true intent and meaning of these presents satisfied and paid. And further, it is also agreed by and between all the said Parties to these presents, for them, their Heires and Assignes, that the said Fine as to the said Lordship and Manour, and all other the premises before mentioned, to be hereby conveyed or assured to the said *VV. B.* *L.D.* and *R.VV.* shall be to the use of the said *VV. B.* his Heirs and Assignes for ever, under, upon, and subject to the payments, charges, forfeitures, conditions, re-entries, limitations, intents and purposes in these presents formerly mentioned and expressed, and according to the intent and true meaning of these presents, and not otherwise. And the said *VV. B.* for himself, his Heires, Executors and Administrators doth Covenant and grant to and with the said *J. C.* and Dame *VV.* their Executors, Administrators and Assigns by these presents, That he the said *VV. B.* his Heirs, Executors, Administrators and Assignes shall and will well and truly pay or cause to be paid unto the said *J. C.* and Dame *VV.* their or either of their Assignes during the joynt lives of the said *J. C.* and Dame *VV.* and after the death of the said *J. C.* to the said Dame *VV.* (if she survive the said *J. C.*) and to her Assigns, the said yearly sum of, &c. in manner and form aforesaid, and according to the purport, intent, and true meaning of these presents. So long as he or they shall or may have and enjoy the premises mentioned to be conveyed by the said Fine, without lawful eviction, and lawful expulsion of or by the said *J. C.* and Dame *VV.* or of either of them. And also that he the said *VV. B.* his Heires or As-

Nomine pane
for non-pay-
ment of the
Rent.
Clause of di-
stresse.

The Fine as
to other parts
to be to such
uses.

Covenant, to
pay the said
Rent.

So long as the
Land shall be
enjoyed with-
out eviction,
&c.

Covenant, to
day 80 l. per
an. besides the
former Rent,

For the pay-
ment of which
said 80 l. the
Party binds
himself in a
thousand
marks,

Provided, that
if there shal be
a re-entry for
non-payment
of the Rent, &
the Land be of
such a value,
unless through
any act or
thing of the
Re-enterer, &
shall so remain
without evicti-
on, &c. then no
benefit to be
taken of the
Covenant for
the payment
of the 80 l. nor
of the penalty
of one thou-
sand marks,

signes, so long as he or they shall or may in like sort have and enjoy the said premises mentioned to be conveyed by the said Fine, without the lawful eviction, and lawful expulsion of the said *I. C.* and Dame *W.* or of either of them upon any good, lawful or just title, other then for or by reason of any default of any of the payments aforesaid, or of any part thereof, shall and will yearly well and truly pay or cause to be paid unto the said Dame *W.* and her Assignes for and during her natural life, the yearly sum or rent of 80 l. of lawful money of *England*, over and besides the said yearly rent of, &c. at the place of payment aforesaid, and at the said Feasts of, &c. yearly by even and equal portions; or on the 19. day next after each of the said Feasts: To and for the payment of which said yearly sum or rent of 80 l. for and during the life of the said Dame *W.* at the said Feasts and dayes of payment aforesaid, according to the purport, true intent and meaning of these presents. The said *W. B.* and *L. D.* do by these presents bind them and either of them, their and either of their Heirs, Executors and Administrators unto the said Dame *W.* in the sum of one thousand marks of lawful English money. Provided nevertheless, and the true intent and meaning of these presents, and of the Parties to the same is, That if contrary to the purport, true intent or meaning hereof, or of the Parties to the same any default of payment shall happen to be of the said yearly rent or sum of, &c. or of any part thereof at any of the said Feasts of payment, and at the 19 day then next following, for which or whereupon the said *I. C.* and Dame *W.* or either of them, their or either of their Assigns, during the joynt lives of the said *I. C.* and Dame *W.* or the said Dame *W.* or her Assigns after the death of the said *I. C.* shall re-enter into the said Manour and other the premises, or into any part thereof, and the said Manour and other the premises before mentioned to be conveyed by the said Fine, shall be at the time of such re-entry of the clear yearly value of 360 l. of lawful English money over and above all charges and reprises; and so unlesse it be through any act, deed, thing or evil husbandry of the part of the said Dame *W.* or her Assigns, shall remain, be and continue unto the said Dame *W.* and

and her Assigns of that cleary yearly value during the life of the said Da. *VV.* without any manner of eviction, trouble or expulſion of or by the said *VV. B.* his Heirs or Assigns, and of all and every other Person and Persons claiming by, from or under the said *VV. B.* his Heirs or Assignes, or by reason of his or their title or estate, or otherwise by reason of any tenure or feignory, that then neither the said *J. C.* and Dame *VV.* or either of them, their or either of their Executors or Administrators shall have or take any benefit or advantage of or by the said last mentioned Covenant for payment of the said yearly sum of 80 l. nor of or upon the said Obligation or penalty of one thousand marks for the performance thereof, (any thing in these presents to the contrary in any wise notwithstanding.)

In witnesse whereof the said Parties to these presents have to every part thereof set their hands and seals at the Day and Year first above written.

An Indenture of Covenants to levy a Fine.

THIS INDENTURE made, &c. Between *P. T.* of *B.* in the County of *S.* Yeoman, and *K.* his Wife of the one part: and *J. T.* of *B.* aforesaid Father of the said *P. T.* and *R. N.* of *C.* in the said County of *S.* Gent. of the other part. Witnesseth, That it is Covenanted, granted, concluded and fully agreed on by and between the said Parties to these presents. And the said *P. T.* for himself and for the said *K.* and for their Heires and for every of them doth Covenant, pro-

P. and *K.* and their Heires and the Sur-

vivor of them covenant for the levying of a Fine before the Feast of *S. Jehu Baptist* next ensuing at the proper costs and charges of the said *P. T.* to be pursued with Proclamation according to the form of the Statute in that behalf made, provided unto them the said *J. T.* and *R. N.* of all the Lands, Tenements and Hereditaments of the said *P.* and *K.* and either of them situate in the Townes, Villages, and Hamlets of *M. K.* and *W.* or in any or either of them in the County of *S.* by the name of the moyety of seven Messuages, seven Gardens, &c.

mise, and grant to and with the said *I. Y.* and *R. N.* their Executors and Administrators, and every of them by these presents, That they the said *P.* and *K.* and their Heires, or the Survivor of them, and his or her Heirs shall and will before the Feast of Saint *John Baptist* next ensuing the Date hereof, at the proper costs and charges of the said *P. Y.* in due form of Law levy and acknowledge one Fine to be pursued with Proclamations according to the form of the Statute in that behalf made and provided unto them the said *J. Y.* and *R. N.* of all the Lands, Tenements and Hereditaments of them the said *P.* and *K.* and either of them situate, lying or being, rising, growing, renewing or coming out of, in or within the Townes, Villages, Parishes, Fields, Precincts, Liberties and Hamlets of *M. K.* and *W.* or in any or either of them in the said County of *S.* By the name of the Moyety of seven Messuages, seven Gardens, seven Orchards, and of one hundred and fourscore Acres of Land, thirty Acres of Meadow, forty Acres of Pasture, and of Common of Pasture for all Beasts, with the appurtenances in *M. K.* and *W.* in the said County of *S.* or by such other name or names as by the Councel learned in the Law of the said *I. Y.* and *R. N.* shall be devised, advised and required. By which Fine they the said *P. Y.* and *K.* shall acknowledge the said moyety of the said seven Messuages, &c. in *M. K.* and *W.* aforesaid, to be the right of the said *I. Y.* as those which the said *I.* and *R.* then had of the gift of them the said *P.* and *K.* and the same moyety and Common of Pasture aforesaid by the said Fine shall remise, release and quit claim from them the said *P.* and *K.* and their Heires unto them the said *I. Y.* and *R. N.* and to the Heires of the said *I. Y.* for ever. And further, they the said *P. Y.* and *K.* shall by the said Fine grant for them the said *P.* and *K.* and their Heires of the said *P.* to warrant to them the said *I. Y.* and *R. N.* and to the Heires of the foresaid *I. Y.* the moyety of the Tenement aforesaid and Common of Pasture aforesaid, with the appurtenances against them the said *P.* and *K.* and the Heires of the said *P.* for evermore: Which said Fine so to be levied, had and acknowledged in manner and form as is aforesaid, or in any other manner or form.

And

By which Fine the said *P. Y.* and *K.* shall acknowledge the said moyety of the said seven Messuages to be the right of the said *I. Y.* and his Heires for ever.

And all and every other Fine and Fines of the premises or of any part or parcel thereof to be levied or acknowledged by or between the Parties aforesaid or either of them before the said Feast day of Saint John Baptist now next ensuing shall be, and shall be deemed, adjudged, expounded and construed to be to such onely uses, intents and purposes as are and be hereafter in and by these presents mentioned, limited and expressed (that is to say) to the onely benefit and behoof of the said P.T. and of the said K. his Wife, and of the Heires and Assignes of the said P. for ever; and to none other use or uses, behoofs or purposes whatsoever.

And all and every other Fines or Fine acknowledged by and between the Parties aforesaid shall be deemed, adjudged and construed to be to the uses hereafter mentioned, that is, to the onely benefit and behoof of the said P.T. and K. his Wife, and of their Heires and Assignes for ever.

¶ In witnesse whereof the Parties abovesaid to these persons Indentures interchangeably have either to other set their hands and seales, even the day and year first above written.

¶ Covenant to levy a Fine to settle by way of Intail, with divers Covenants upon Marriage.

THIS INDENTURE tripartite made, &c. Between Sir G. G. Knight, on the first part: T. H. of H. in the County of L. Esquire, of the second part: and Sir R. M. of S. in the said County of L. Knight, and W. H. of H. in the said County of L. Esquire on the third part: Witnesseth, That for and in consideration of a Marriage by Gods help to be solemnized and had between R. H. Son and Heir apparent of the said T. H. and K. G. one of the Daughters of the said Sir G. G. Knight. It is Covenanted, granted, concluded, condiscended and fully agreed by and between all the said Parties to these presents, in manner and form following: † And first the

the said Parties, That the said R. H. shall before the Feasts of, &c. next ensuing the Date hereof marry and take to Wife K. G. if she the said K. will thereunto consent and agrees.

said.

Sir G. G. drawn by Sir Tho. H. In consideration of a Marriage to be solemnized between R. H. and K. G.

† Covenanted and agreed by and between:

said *T. H.* for himself, his Heires, Executors and Administrators, doth Covenant, grant and fully agree to and with the said Sir *G. G.* Knight, his Heires, Executors and Administrators by these presents, That the said *R. H.* Son and Heir apparent of the said *T. H.* shall before the Feast of Saint Michael the Archangel next ensuing the Date hereof (by Gods permission) marry and take to Wife the said *K. G.* if she the said *K.* will thereunto consent and agree, and the Lawes of the holy Church the same will permit and suffer, * And in like manner the said Sir *G. G.* Knight, for himself, his Heires, Executors and Administrators, doth Covenant, grant, and fully agree to and with the said *T. H.* his Heires, Executors and Administrators by these presents, that she the said *K. G.* shall and will (by Gods permission) before the said Feast of *S. Mich.* next ensuing the Date hereof, marry and take to her Husband the said *R. H.* if he the said *R.* will thereunto consent and agree, and the law of holy Church the same will permit and suffer.

* And the like Covenant that *K. G.* shall before the Feast of, &c. next ensuing the Date hereof take & marry to her Husband the said *R. H.* if he the said *R. H.* thereunto consent.

In consideration of which marriage it is Covenanted, and agreed between the said Parties in manner following, That the said *T. H.* for himself doth Covenant to, and with the said Sir *G. G.* and his Heires, &c. that he the said *T. H.* before the Feast of, &c. next ensuing the date hereof, shall and will at the Costs and Charges in the Law of the said Sir *G. G.* and *T. H.* by Fine, with Proclamation in due form of Law, convey and assure unto Sir *R. M.* and *W. H.* and to the Heirs of one of them, or to the Survivor of them and his Heires, All and singular those his several Manors, &c. with the Appurtenances in the Countrey of *L.*

In consideration of which Marriage to be had and solemnized in manner and form aforesaid, It is covenanted, granted, concluded, and fully agreed by, and between all the said Parties to these presents in manner and form following. And first, the said *T. H.* for himself doth Covenant and Grant for him, his Heirs, Executors and Administrators, to and with the said Sir *G. G.* Knight, his Heires, Executors, Administrators and Assigns by these presents, That he the said *T. H.* on this side, and before the first day of *M.* next ensuing the date hereof, shall and will at the equal Costs and Charges in the Law of the said Sir *G. G.* Knight, and *T. H.* by such Fine, with Proclamations in due form of Law to be had and levied, as shall be devised or advised by the said Sir *G. G.* Knight, his Heirs, Executors or Assigns, or their Council learned in the Law, convey and assure unto the said Sir *R. M.* Knight, and *W. H.* and to the Heires of one of them, or to the Survivor

Survivor of them and his Heires, All and singular those his several Manours and Lordships of *H.* &c. with the Appurtenances in the said County of *L.* &c. And for the true explanation of the several uses and intents of the several Fines so to be had and levied of all and singular the said Manours, &c. and other the premises before in, and by these presents mentioned, with the appurtenances as aforesaid, and of the intent and true meaning of all the Parties to these presents touching the same; It is covenanted and agreed between the said Parties to these presents, and by them fully condescended, and declared in and by these presents. And the said Sir *G. G.* Knight, and *T. H.* for themselves and either of them, their and either of their Heirs or Assigns, do Covenant, grant, conclude, and fully agree to and with the other by these presents, That the said several Fines so to be levied, and had of the said Manours, Messuages, &c. and other the premises, with the Appurtenances before in these presents specified; and of every, or of any part and parcel thereof, and the Estate, Right, Title, Interest, and possession of them the said Sir *R. M.* Knight, and *V. H.* and their Heires, and every of them and his Heires, of in and to the said premises, and every part thereof shall be; and that the said Sir *Richard M.* Knight, and *V. H.* and their Heirs, and the Survivour of them and his Heirs, and all and every other Person and Persons, and their Heirs that shall stand or be seized thereof, or of any part thereof, shall after the said several Fines so levied, stand and be seized of all the said Manours, Messuages, &c. and all and singular other the premises, with the appurtenances before in these presents mentioned; whereof the said Fine or Fines before by these presents are covenanted or mentioned to be had and levied as aforesaid, and of every part and parcel thereof to the several uses, intents, purposes, agreements, limitations, payments and provisos, and upon the conditions hereafter in and by these presents expressed, mentioned and declared, and to none other use or uses, intents or purposes: That is to say, of, in and upon all the said Manour of *H.* with the Appurtenances whatsoever in *H.* aforesaid, whereof the said Fine or Fines afore by these presents is mentioned or covenanted

to

The Fine and Parties to stand seized to such uses as hereafter at large is expressed.

to be levied by the said Sir G. G. Knight, as aforesaid, to the use and behoof of the said Sir G. G. and his Heires untill the said Marriage shall be had and solemnized: and after the said Marriage had and solemnized, then to the use and behoof of the said T. H. and of his Assignes for and during the term of his natural life without impeachment of waste. And after the death of the said T. H. then to the use and behoof of the said R. H. and K. G. and the Heires males of the body of the said R. upon the body of the said K. lawfully begotten, and to be begotten. And for default of such Issue, then to the use of the said Rich. and of the Heires males of his body lawfully to be begotten, &c. And for default of such Issue, then to the use and behoof of the right heires of the said T. H. party to these presents for ever. And also of and in one capital Messuage and Tenement, &c. And also of and in all Houses, Edifices, &c. unto the said capital Messuage, &c. or to any part or parcel thereof belonging or appertaining, being parcel of the said premisses, whereof the said Fine or Fines before by these presents are covenanted to be levied by the said T. H. as aforesaid, and of the Reversion and Reversions of the same: to the use and behoof of the said T. H. untill such time as the said Marriage shall be had and solemnized by and between the said R. H. and K. G. as aforesaid, and immediately after the Feast of St. M. &c. next ensuing the solemnization of the said Marriage between the said R. and K. as aforesaid, then to the use and behoof of the said R. and K. and their Assignes, and of the Survivour of them for and during the term of the natural life of the said T. H. for and in the name, and as parcel of the Joynture of the said K. without impeachment of waste. And of the said Messuage, &c. and all other the said last recited premisses, (limited for parcel of the Joynture of the said K. as aforesaid) immediately after the death of the said T. H. to the use and behoof of the said R. H. and of the Heires males of the body of the said R. lawfully begotten and to be begotten, &c. (as before): And of all and singular the rest residue of the said Manours, &c. and of all other the said premisses, whereof the said Fine or Fines afore by these presents is Covenanted to be levied by the said T. H. as aforesaid, other

other then such onely, whereof the severall estates and uses afore by these presents are severally expresse, limited and declared to the use and behoof of him the said *T.H.* the Father, party to these presents, and of his Assigns for and during the term of his natural life without impeachment of waste, and to be charged and chargeable with such yearly Rents, sums of Money; or Rents and Distresses for the same as shall be hereafter in these presents limited or expresse according to the true intent of these presents, and after the decease of the said *T.H.* the Father, then to the use and behoof of the said *R.H.* and the Heires males of the body of the said *R.H.* lawfully begotten, and to be begotten, charged and chargeable as aforesaid: And for default of such Issue, then to the use and behoof of the said *W.H.* second Son of the said *T.H.* the father, party to these presents, and of the Heires males of his body lawfully begotten and to be begotten, charged and chargeable with such severall yearly Rents and payments as be hereafter in these presents expresse, &c. And for default of such Issue, then to the use and behoof of the right heires of the said *T.H.* the Father, party to these presents for ever. Provided alwayes, and for the further explaining of the true intent and meaning of all the said Parties to these presents, It is further covenanted, granted, concluded, condescended and fully agreed by and between the said parties to these presents. And neverthelesse the said *T.H.* the Father, for himself, his Heires, Executors, Administrators and Assigns, doth further Covenant and Grant to and with the said Sir *G. G.* Knight, his Heires, Executors, Administrators and Assignes, and to, and with every of them by these presents, That the said Fine and Fines to be levied of the said Manours, Messuages, Lands, Tenements, Hereditaments and premises, with the Appurtenances, or any part thereof shall be, and that the said Sir *R.M.* Knight, and *W.H.* and their heires, and the Survivour of them and his heirs shall stand and be seized of and in the said Lordship and Manour of *H.* &c. being of the yearly value of 250 l. as well to and for the assurance of such Rents and Payments as hereafter in these presents be expresse, as also to and for such use and uses, intent and purpose as well

Proviso.
Covenanted
to make cer-
tain payments,
and the Fines
to be to the
same uses.

The usuall
clause of di-
stresse,

Proviso, that
the covenantor
to levy a fine;
may make a
Joynture to
his Wife, for
her life only, of
a third part, or
lesse, except
such a Manor,

that if the said *T.H.* party to these presents during the term of his natural life, and his Assignes shall not or do not yearly, well and truly content, satisfie, and pay unto the said *R.* and *Ka.* or their Assigns at, &c. the whole and just sum and yeatly rent or payment of 50 l. of good and lawfull Money of England at two Feasts or Dayes in the year, &c. by even and equal portions without further delay; the first payment thereof to commence and begin at such of the said Feast dayes as shall be next ensuing the said Marriage to be had and made as aforesaid, That then, and so often as the said rent or yearly payment of 50 l. or any part or parcel thereof shall so fortune to be behind and unpaid, It shall and may be lawful to and for the said *R.H.* and *K.G.* or either of them, after their said inter-marriage as aforesaid, their and either of their Assignee or Assignees, their lawful Deputy or Deputies in that behalf, by them or either of them lawfully authorized at all times during the life of the said *T.H.* Party to these presents into all and singular the said Manour of *H.* with the appurtenances, &c. and into every, or any part and parcel thereof to enter and distrain as well for the said yearly rent or payment of 50 l. or any part thereof so to be behind and unpaid as aforesaid; and for every part and parcel thereof, as also for the arrearages of the same, and of every or any part thereof, if any shall fortune to be behind and unpaid as aforesaid. And the distresse and distresses so there taken, to lead, drive, take, carry away, impound, and with them; or either or any of them to detain and keep untill such time as the said yearly rent or payment of 50 l. and every part and parcel thereof so to be behind and unpaid, as aforesaid, and the arrearages thereof (if any shall happen to be behind and unpaid) be unto them or some of them fully contented, satisfied and paid. Provided also, and it is covenanted and agreed by and between the said Parties to these presents, That it shall and may be lawful to and for the said *T.H.* the Father, at any time or times hereafter during his life by his last Will and Testament in Writing, or otherwise by his Deed in his life-time lawfully executed to assure, appoint, limit and convey to any lawful Wife or Wives, which the said *T.H.* the Father shall hereaf-

ter

ter fortune to marry for term of life onely of such Wife or Wives, or to any other Person or Persons to the use of any such Wife or Wives, for term of life onely of such Wife or Wives for and in the name of the Joynture or Joyntures of such Wife or Wives. A full third part or lesse, or so much as shall amount to a full third part or lesse of all his Manours, Messuages, &c. (so that the said Manour of H. &c. be not or parcel thereof.) And also that it shall and may be lawful to and for the said T. H. the Father, Party to these presents, at any time during the term of his natural life by any Deed or Deeds in writing under his hand and seal, or otherwise by his last Will add Testament in writing to grant, assure, limit, devise and convey to every or any the younger Sons of the said T. H. the Father, Party to these presents of his body lawfully begotten or to be begotten for term of life, onely of every such younger Son and Sons, such yearly Rent-charge or Rent-charges, with a clause of distresse for every such Rent as unto the said T. H. the Father shall be thought meet and convenient to be yearly issuing and going as well out of the said Capital Messuage, &c. from and after the decease of the said T. H. party to these presents, as also out or out of all or any part of the other Manours, &c. whereof the said Fine or Fines before by these presents is covenanted or mentioned to be levied (as aforesaid) by the said T. H. the Father, or any part of any of them from the time of every such Grant, Devise or Conveyance, or from any other time or times: So that the said Rent-charge and Rent-charges to any such Son or Sons, do not exceed the sum of 20 l. apiece yearly for any such sum or sums. And further also, that it shall and may be lawful to and for the said T. H. the Father, Party to these presents, at any time or times, and from time to time during his natural life, to make any Lease or Leases unto every or any of his younger Sons for the term of 21 years or under, in possession or reversion, or for the term of one, two or three lives in possession or reversion, of all or any part or parcel of the said Manours, Messuages, Lands, Tenements, Hereditaments and premises, whereof the said Fine or Fines before by these presents is covenanted or mentioned to be levied (as

And that he may grant and assure to his younger Sons for life, such a yearly Rent, with distresse, out of certain Lands, so that the said Rent exceed not 20 l. per ann. a peccc.

And that he may make Leases to his younger Sons for 21 years, or one, two or three lives, charged or chargeable, with such rents as afore.

The said Lands
so demised, not
to exceed the
ancient rent of
6 l. 13 s. 4 d.

The ancient
rents to be re-
served, and
services.

* No lease to
be made with-
out impeach-
ment of waste.
† Power to
make Leases
to any person
for 21 years,
or three lives,
of the waste
Grounds,
Moores and
Commons, &c.

The ancient
boons and ser-
vices to be re-
served and
payable as
accustomed.
Power to make
Leases, as be-
fore, of any the Manors, &c. charged or chargeable, as aforesaid (except, &c.) as Tenant
in tail may lawfully do by the Statute of 32 H. 8. not otherwise.

aforesaid) by the said *T.H.* or any part thereof, charged and chargeable, with such rents, sums of money and payments, as before or after in these presents are appointed, declared or limited to be had, levied or issuing out of the same, or any part thereof, in such sort as in these presents is mentioned and declared: So that the same Lands, Tenements and Hereditaments so to be demised and leased to any the younger Son or Sons of the said *T.H.* the Father, as aforesaid, do not exceed the ancient rent by the year of 6 l. 13 s. 4 d. for every or any his younger Sons to whom any such said Lease or Leases shall be had or made, as is aforesaid: And so that upon every such Lease and Leases so to be had and made, as aforesaid, the old and accustomed yearly rents, boons, arrearsages, customs and services or more, be reserved to be yearly payable and done during the continuance of every such Lease or Leases, at the daies and times, in manner and form as the same have been heretofore during the most part of 20 years last past, used and accustomed to be paid and done. * And so that the same Lease and Leases, and every or any of them so to be made, as aforesaid, be not made without impeachment of waste. † And further also, that it shall and may be likewise lawful to and for the said *T.H.* the Father, at any time or times hereafter during the term of his natural life, at his will and pleasure, as well to make any Demise or Lease to any Person or Persons for the term of 21. years, or under, or for the term of one, two or three lives from the making of such said Lease or Leases of all, every or any the waste Grounds, Moores and Commons, parcel of the Manours, Lands, Tenements and Hereditaments, whereof the said several fines, or either of them, are Covenanted to be levied, as well such as be already improved, as such as hereafter at any time shall be improved: So as such yearly rents, boons and services as heretofore hath been reserved and paid for any such of the said Wastes as heretofore hath been letten, be reserved payable yearly during the continuance of every such Lease to be made of any part of the said Wastes so heretofore letten at the daies accustomed. As also to make any Lease or

Leases.

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Leases for the term of 21 years, or under, or for the term of one, two or three lives, of any part or parcel of the said Manours, Messuages, Lands, Tenements, Hereditaments and premises, with the appurtenances, whereof the said Fine is before covenanted or mentioned to be levied, as aforesaid, by him the said *T. H.* the Father, charged and chargeable with such rents, sums of money and payments as before or after in these presents are appointed, limited or declared to be had, levied or issuing out of the same, or any part thereof, in such sort as in these presents is mentioned and declared (other then the said chief and capital Messuage, &c.) before by these presents appointed and limited in use, to and for, and as parcel of the Joynture of the said *K.* in and after such order, manner and sort, as Tenant in tail may lawfully do by the Statute made in the Parliament of the late King *Henry* the eighth, holden at *Westm.* in the two and thirtieth year of his reign, and not otherwise; so that every such Lease and Leases be made of Lands and Tenements usually letten to farm by the most part of 20 years last past. Provided also, and it is further covenanted, granted and agreed by and between all the said Parties to these presents, That it shall and may be likewise lawful to and for the said *T. H.* the Father, at all time and times hereafter, by his last Will and Testament in writing, or otherwise by his deed or deeds in his life-time, to assure, convey, limit or appoint to every or any his Servant or Servants, such annuity or yearly rent-charge for term of life onely of every or any such said Servant or Servants, the same and every of them, and the Grant of Devise thereof to be made with sufficient clause of distresse to be therein contained for not-payment thereof, as unto the said *T. H.* shall be thought meet and convenient to be issuing, going out and payable of and out of the said Capital Messuage, &c. from and after the decease of the said *T. H.* Party to these presents; and out of all or any part of any other the said Manours of *H.* &c. whereof the said Fine or Fines before by these presents is Covenanted or mentioned to be levied, as is aforesaid, by the said *T. H.* As also of and out of all the said Messuages, &c. or any part or parcel of them, from,

And that he may grant to any his Servants rent-charges for life onely, out of certain Lands, so that all the said rents exceed not above 20. l. yearly.

Power to make
Leases or other
conveyance to
any Person or
devise, for such
time as they
might have
taken of the
profits such
sums of money,
not exceeding
500 l. yearly
to be taken,
as shall suf-
fice (without
fraud, &c.) to
pay such just
debts or pay-
ments as he
shall owe, not
exceeding
500 l.

Power to give
by Will or
Deed, or to
Lease, the
lands of which

the Fine is to be levied, (except, &c.) not exceeding the ancient rent and value yearly 50 l. for the raising of such sums for Daughters portions,

from the time of making any such Grant, or from any time after (other then the said Manour-house and demain Lands of H. &c. appointed and limited to be charged and chargeable to and for the payment of the said yearly rent of 200 l.) so that the said rent-charge of several rent-charges do not exceed in all together above the sum of 20 l. yearly. And further also, that it shall and may in like manner be lawful to and for the said T. H. the Father, Party to these presents, by his Deed or Deeds in writing in his life-time, or otherwise by his last Will and Testament in writing, to give, will, devise, limit, appoint or lease the said Capital Messuage, &c. and every or any part thereof, to begin from and after the decease of the said T. H. Party to these presents, and any part or parcel of the residue of the said Manours, &c. whereof the said Fine or Fines, or either of them, is before in and by these presents Covenanted or mentioned, as aforesaid, to be levied, as aforesaid, or any part or parcel of the premises chargeable, as aforesaid (other then the said Manour of H. &c. as in the last *Covenant*) to any Person or Persons whatsoever, and to his or their Heires, or otherwise, for and during such term or time and untill such time onely as such Person or Persons to whom any such gift, devise, limitation, appointment or Lease shall be made (as aforesaid) their Executors, Administrators or Assignes, shall or may, or otherwise might have levied, raised, had, perceived or taken of the rents, issues, revenues and profits thereof, such sum and sums of money, not exceeding the sum of 500 l. yearly to be taken, as shall and may suffice, without any fraud, covin or collusion, to satisfy and pay all such just and lawful debts and sums of money as the said T. H. the Father, the day of his decease, shall without fraud or covin owe, or otherwise be indebted unto any Person or Persons whatsoever, not exceeding the sum of 500 l. as aforesaid. And likewise also, that it shall and may be lawful to and for the said T. H. the Father, in like manner by his last Will and Testament or otherwise by his Deed or Deeds in writing, in his life-time

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to give, will, devise, limit, appoint or Lease the said Manors, Lands, Tenements, &c. and other the premises, whereof the said Fine and Fines, or either of them, is before in and by these presents covenanted or mentioned to be levied, as aforesaid, or any part or parcel of the said premises chargeable, as aforesaid, (other then the Demain Lands of *H.* &c. appointed and limited to be charged to and for the payment of the said yearly rent of 200*l.* to the said *K.*) not exceeding the ancient yearly rent and value of 50*l.* for the levying of the sums hereafter mentioned, yearly to be taken thereof to any Person or Persons whatsoever, and his or their Heires, or otherwise, so long, and for and during such term and time, and untill such time only as the said Person and Persons to whom any such gift, devise, limitation, appointment or Lease shall be made, as aforesaid, their or any of their Heires or Assigns, shall or may, or otherwise might have levied, raised, had, perceived or taken of the rents, issues, revenues and profits thereof, such sum and sums of money as shall and may extend, amount unto and suffice without fraud, covin or collusion, to content, satisfie and pay as well unto *Ka.H.* Daughter of the said *T.H.* the Father, the sum of 1000*l.* of current English money, or so much thereof as the said *T.H.* by his writing sealed and delivered in his life-time or by his last Will and Testament in writing shall limit, assign or appoint to, for, or in consideration of the marriage of the said the *K.H.* As also unto *M.H.* one other of the Daughters of the said *T.H.* the sum of 1000*l.* of current English money, &c. And likewise also such other sum and sums of money as shall and may suffice over and above the payments of the said several summes of 2000*l.* aforesaid to be paid to the said *K.* and *M.* as aforesaid, to content, satisfie and pay unto every other Daughter and Daughters of the said *T.H.* the Father, of his body lawfully begotten or to be begotten, which at the time of the death of the said *T.H.* the Father, shall be in full life, and not preferred in marriage the full, whole and just sum of 500*l.* apiece of good and lawful money of *England* (any thing before mentioned to the contrary thereof in any wise notwithstanding.) † And the said *T.H.* doth covenant and grant for him,

† Covenant, that such part of the Land as is liable to the payment of &c. shall be chargeable to the distresses of, &c.

And that the said Lands out of which, are not, nor shall not be incumbered.

But that notwithstanding such incumbrances, the Land shall be of sufficient value, besides the charges to answer the same.

him, his Heires, Executors, Administrators and Assignes, to and with the said Sir *G.G.* Knight, his Heirs, Executors, Administrators and Assigns by these presents, That the said Manours, Messuages, Lands, Tenements, Hereditaments and premises of or out of which the said sum of 200 l. is before assigned, limited, or appointed to be had, levied, or taken by the said *K.G.* as aforesaid, or so much thereof as shall or may be sufficient to bear, answer and pay yearly the said summe of 200 l. shall be and continue liable and chargeable to and for the Distresse and Distresses of the said *K.* during her life according to the true intent of these presents: And that he the said *T.H.* heretofore hath not charged or incumbered the same Lands, Tenements and Hereditaments before mentioned to be charged with the said Rent or sum of 200 l. nor hereafter shall charge or incumber the same. But that notwithstanding any such charge or incumbrance the same shall or may continue, and after the deceases of the said *T.H.* and *R.H.* for and during the life of the said *K.* sufficient and of sufficient value over and besides all charges, to bear, pay and answer yearly to the said *K.* during her life the said summe of 200 l. and the arrearages thereof, and the said summe of, &c. appointed for a penalty, as aforesaid, and the arrearages thereof, if any shall happen. Provided likewise, and it is further Covenanted, granted, concluded and fully agreed by and between the said Parties to these presents; And neverthelesse, the said *T.H.* the Father, for himself, his Heires, Executors, Administrators and Assigns doth covenant and grant to and with the said Sir *G.G.* Knight, his Executors, Administrators and Assigns, and to and with every of them by these presents, That the said Fine and Fines to be levied of the said Manors, &c. with the appurtenances, or any part thereof shall be. And that the said Sir *R.M.* Knight, and *W.H.* and their Heires shall stand and be seized of and in the moyety or one half of all the Messuages, Lands, Tenements and Hereditaments of the said *T.H.* in the Parish of *A.* &c. being of the yearly value of 120 l. over and above all yearly charges and reprises to and for such use and uses, to and for such intent and purpose, That if the said *R.* after the said marriage had

had and solemnized between him and the said *K.* shall fortune to die during the life of the said *T. H.* the Father, and then to have Issue one or more Daughters of his body lawfully begotten upon the body of the said *K.* then being in full life, and not before that time preferred in Marriage, and then also that if after the death of the said *T. H.* the Father, the Heirs males of the body of the said *R. H.* and every such other Person and Persons to whom the next and immediate possession or remainder of the said premises shall next and immediately from time to time appertain and belong, or some of them shall not, nor do not well and truly content, satisfie, and pay unto such Daughrer and Daughters of the said *R. H.* so to be living and unpreferred, as aforesaid, and unto every of them the whole and just sum of 400 l. apiece of good and lawful money of England for and towards their preferment in marriage, as aforesaid, after the rate of 60 l. yearly, at the Feasts of, &c. by even and equal portions, at or in, &c. That then from and after such default of payment thereof had and made in manner and form aforesaid, they the said Sir *R. M.* Knight, and *W. H.* and their Heirs, as also all other Persons that shall be seized of the said last recited premises, shall stand and be seized of the said last recited premises with the appurtenances, and of every part and parcel thereof until such time as the said Sir *R. M.* Knight, and *W. H.* and their Heirs shall or may have received, levied, raised, had or taken of the Rents, Issues, Revenues, and profits thereof to the use of such Daughter or Daughters so not preferred in marriage, as aforesaid, such sum and sums of money as shall and may suffice and amount to pay unto such said Daughter and Daughters of the said *R. H.* and unto every of them the said sum and sums of 400 l. apiece for and towards their preferment in marriage and otherwise as aforesaid. And after the levying of the said several sum and sums of money before in these presents mentioned to be levied of the Rents, Revenues or profits of any parts of the premises in manner and form aforesaid: Then to such uses, intents and purposes, and to the use of such Person and Persons, and for such title, estate and estates, and under such Provisoos and Conditions as in these presents are of the said premises

Covenant, that the Fines to be levied, and that the Parties to whom, shall stand seized of all such Lands, &c. chargeable with any rent, sum of money or payment, or which shall be bequeathed, granted, leased &c. to the use of such Persons, &c. to the intent that they may have, take, receive, enjoy, and distrain for the same, according to the limitation and appointment, &c.

premises expressed, limited, mentioned and declared: Any thing before in these presents mentioned to the contrary thereof notwithstanding. And it is further covenanted, granted, concluded and agreed by and between the said Parties to these presents, That the said Fine and Fines so to be levied and had as aforesaid shall be, and that the said Sir R. M. Knight, and W. H. and their Heires, and the Survivor of them, and his Heirs shall stand and be seized of all such Lands, Tenements and Hereditaments, parcel of the said premises, which are in these presents limited or appointed to be charged with any rent, sum of money, or payment to any person or persons, or which shall be hereafter bequeathed, granted, Leased, demised or charged with any rent or payment bargained, sold, granted, assigned or conveyed to any person or persons, according to the true intent and meaning of these presents, and according to the power, Liberty or authority left, permitted, or allowed in these presents, as well to the use of such Person or Persons, to whom any parcel of the said premises in these presents hereafter shall be so limited, appointed, devised, bequeathed, demised, leased, bargained, granted, assigned or conveyed of such estate and for such term and time, as is in these presents mentioned, limited, appointed, or intended; As also to the use and intent, that every Person and Persons to whom any rent, Sum of money, receipt, or payment before in these presents is assigned, limited, or appointed, or to whom any Rent, Sum of Money, or payment shall be hereafter assigned, limited, or appointed, according to the true intent and meaning of these presents, and according to the power, liberty and authority left, permitted, or allowed in and by these presents, shall and may have, receive, levy and take the same, and Distrain for such Rent, sum and sums of money, behind and not paid, according to the true intent and meaning of these presents, for which any Distresse is assigned, limited or appointed, or intended in these presents to be taken for and during such term and time; and in such sort, manner and form as is mentioned, limited or appointed by these presents, or shall be hereafter limited, assigned or appointed, according to the Agreements, Liberties, and allowances before mentioned:

And

And to the intent also that the rents, boons, customs and Services to be reserved upon any Lease hereafter to be made by the said *T. H.* party to these presents, according to the agreement, Liberty or authority limited, permitted or allowed to the said *T. H.* and of the Reversion and Reversions, remainder and remainders of the Lands so to be Letten to the use of such Person and Persons, to whom such Land and Tenements so Letten, should, or shall appertain or belong by the true intent of these presents, and of such Estate and Estates as before are mentioned or intended in these presents, and to the intent that such Person and Persons may Distrain for the said Rent and Services, and the arrearages thereof, (if any be.)

And the said *T. H.* Party to these presents, for himself, his Heires, Executors, Administrators and Assigns, doth covenant, grant, conclude and fully agree to and with the said Sir *G. G.* Knight, his Executors, Administrators and Assigns and to and with every of them by these presents, That the said Manors, Messuages, Lands, Tenements, Hereditaments, and all other the premises, with all and singular their appurtenances, and every part and parcel thereof, whereof the Fine or Fines afore by these presents is mentioned, or Covenanted to be Levied by the said *T. H.* as aforesaid, now are, and at the time of the levying of the said Fine to be levied as aforesaid, shall be, remain and continue to the uses, intents, provisos, limitations, conditions, purposes, agreements, and things aforesaid free, and clearly acquitted, exonerated and discharged, or otherwise, upon reasonable request, sufficiently saved and kept harmlesse, of and from all and all manner of gifts, grants, estates, Statutes Merchant and of the Staple, and all other Acts and charges, titles, troubles and incumbrances whatsoever, before the Levying of the said Fine, by the said *T. H.* had, made, done or suffered, (one estate made to the use of *A.* now the Wife of the said *T. H.* &c.) And all Leases heretofore made by the said *T. H.* for three Lives or 21 years or under, of Lands usually letten, whereupon the accustomed Rents and Services, or more are reserved, and shall or may be payable during the continuance of every such Lease or Leases: And the lawful Dower of *A.*

The usual Covenant that the Manours, &c. shall continue to the uses discharged, or else saved harmlesse from all incumbrances.

Certain former interest's and estates, as also some to be made excepted.

And the said Sir G.G. covenanteth for him, his Heirs, &c. to and with the said T.H. That the said Messuages, Lands and Hereditaments, and all other the premises, with the appurtenances, whereof the said Fine or Fines, &c.

now Wife of the said T.H. alwayes excepted and foreprized. And likewise the said Sir G. G. Knight, for himself, his Heirs, Executors, Administrators and Assignes, Covenanteth and granteth to and with the said T.H. his Heires, Executors, Administrators and Assignes, by these presents, That the said Messuages, Lands, Tenements, Hereditaments, and all other the premises, with all and singular their appurtenances, and every part and parcel thereof, whereof the said Fine or Fines afore by these presents is Covenanted or mentioned to be Levied by the said Sir G.G. Knight, and Dame B. his Wife, or any of them, of the said Messuages, Lands, Tenements, Hereditaments and premises in G. as aforesaid, now are, and at the time of the levying of the said Fine thereof, and at all, and every time and times thenceforth shall be, remain and continue to the several uses, intents, purposes, conditions, provisoes, limitations, agreements, and things afore in these presents expressed and declared free and clearly acquitted, exonerated and discharged, or otherwise upon reasonable request, sufficiently saved and kept harmlesse, and losselesse, of and from all and all manner of gifts, grants, estates, acts, things, charges and incumbrances whatsoever, had, made or done, or to be had, made or done, by the said Sir G.G. Knight, before the levying of the said Fine. (Leases made for 21 years, or three lives before the 25 day of September in the Year of our Lord God, &c. whereupon the old and accustomed Rents, Duties, and Services, or more is reserved, and shall continue yearly payable, During the continuance of every such Lease and Leases, only excepted and foreprized.)

¶ In witness Whereof, to the first part of these Indentures, remaining with the said Sir G.G. Knight, the said T.H. Sir R. M. Knight, and W.H. have set their hands and Seales: and to the second part remaining with the said T.H. the said Sir G.G. Knight, Sir R. M. Knight, and W.H. have set their hands and Seales. And likewise unto the third part remaining with the said Sir R.M. Knight, and W.H. the said Sir G. G. Knight, and T.H. have set their hands and Seales, even the day and year first above written.

¶ A

¶ *A Mortgage at 10l. in the 100l. Pro tempore.*

THIS *INDENTURE* made, &c. Between Sir *VV. W.* of *B.* in the County of *E.* Knight, of the one part: And Sir *I. M.* of *C.* in the County of *S.* Knight, Sir *Ed. C.* of *W.* in the County of *S.* Knight, and *M. VV.* of *W.* in the County of *Y.* Esquire of the other party. *Witnesseth*, that the said Sir *W. W.* for and in Consideration of the sum of six hundred pounds of, &c. to him the said Sir *W. W.* by the said Sir *I. M.* Sir *Ed. C.* and *M. W.* in hand before the enscaling and delivery of these presents, well and truly contented, satisfied and paid, whereof and wherewith the said Sir *W. W.* acknowledgeth himself fully satisfied and paid, and thereof and of every part and parcel thereof doth clearly acquit, exonerate and discharge the said Sir *I. M.* Sir *Ed. C.* and *M. W.* their Heires, Executors, Administrators and Assignes, and every of them by these presents, Hath aliened, granted, bargained and sold, And by these presents doth aline, grant, bargain and sell unto the said Sir *I. M.* Sir *Ed. C.* and *M. W.* their Heirs and Assigns for ever: All that the Manour or Lordship, of Great *Wenden*, alias *Wenden*, with all the Houses, Edifices, Buildings, Orchards, Yards, Gardens, Lands, Tenements, Meadows, Leasowes, Pastures, Feedings, Woods, Underwoods, Rents, Reversions, Services, Profits of Courts, Liberties, Royalties and Hereditaments whatsoever with the Appurtenances in Great *Wenden*, alias *Wenden*, *N. P. L. E. A.* *N.* and *C.* or in any of them in the said County of *E.* to the said Manour or Lordship belonging or now used or occupied with the same, with all and every their Appurtenances, scituate, lying, and being within the Parish and Fields of *W.* in the said County of *E.* To have and to hold the said Manour or Lordship called *W.* with the Houses, Edifices and Buildings, and all and every other the premises to the same belonging, or now used or occupied with the same, and by these presents Bargained and Sold, or mentioned to be Bargained and Sold, with all and every their Appurtenances unto the said Sir *I. M.* Sir *Ed. C.* and *M. W.* their

In Consideration of 600 l.

Grant of the Manour of *Wenden*, with all the Houses, Buildings, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, with the Appurtenances, &c.

The usuall covenant, that the Bargainer for any act done, or to be done, by him, or any one claiming under him, had good right and full power to make this conveyance.

The usuall Covenant that the Lands are free, or shall be saved harmlesse from all incumbrances,

The usuall covenant for further, assurance.

their Heires and Assignes, to the only proper use and behoofe of the said Sir *I.M.* Sir *E.C.* and *M.W.* their Heires and Assignes for ever. And the said Sir *V.V.V.* doth Covenant for him, his Heires, Executors, Administrators and Assignes, and for every of them to and with the said Sir *I.M.* Sir *E.C.* and *M.W.* their Heires, Executors, Administrators and Assignes, and with every of them by these presents, That he the said Sir *V.V.V.* for any act done or hereafter to be done, committed, or voluntarily suffered by him or any other, claiming by, from, or under his Title or right, hath good right, full power, and lawfull authority to grant, bargain and sell the foresaid premises, and every part and parcell, thereof in that manner as the same before in these presents are granted, aliened, bargained or sold: and that the said premises and every part thereof now be, and from the enfealing of these presents, shall stand and be free, or shall from time to time sufficiently be saved harmlesse by the said Sir *V.V.V.* or by his Heires, Executors or Assignes of and from all and all manner of former bargaines, and former sales, gifts, grants, Lease, Leases, Dowers, Joyntures, estates, entailles, forfeitures, penalties, titles, troubles, charges and incumbrances whatsoever had, made, done or suffered, or hereafter to be had, made, done or suffered by the said Sir *V.V.V.* or any other Person or Persons whatsoever (the presents and services hereafter due and payable to the chief Lord, Lords and Lords of the Fees from time to time onely excepted and holden fore prized.) And the foresaid premises with the appurtenances, he the said Sir *V.V.V.* against him and all others shall by warrant and defend. And the said Sir *V.V.V.* for himself, his Heires, Executors and Assignes doth covenant and grant to and with the said Sir *I.M.* Sir *E.C.* and *M.W.* their Heires, Executors and Assignes by these presents, That he the said Sir *V.V.V.* and his Heires shall and will at all times within ten years next ensuing the Date hereof, when and so often as he or they or any of them shall be thereunto required by the said Sir *I.M.* Sir *E.C.* and *M.W.* or any of them, their Heires or Assignes, and at the costs and charges in the law of them the said Sir *I.M.* Sir *E.C.* and *M.W.* their Heires or Assigns, do make, execute, acknowledge and suffer all such further law

ful

full and reasonable act and acts, device and devices in the law, be it by Fine or Fines, Recovery or Recoveries with single or double Voucher or Vouchers, Feoffement, Release, Confirmation, or by all or any other such waies or meanes with like Condition or Proviso, as hereafter in these presents is mentioned and contained, and according to the true intent and meaning of these presents, as shall be reasonably devised and advised by the said Sir *I. M.* Sir *E. C.* and *M. W.* their Heires or Assignes, or by their Councell learned in the law, for the better and more perfect assuring and sure making of the aforesaid Premises to the said Sir *I. M.* Sir *E. C.* and *M. W.* and to their Heires and Assignes. And the said Sir *I. M.* Sir *E. C.* and *M. W.* as well for and in Consideration that the premises hereby bargained or sold, or mentioned to be bargained and sold, are now in Lease, As also for that the same do lie sit and convenient and neer unto the Lands and possessions of the said Sir *M. W.* as also for divers other good causes and considerations the said Sir *I. M.* Sir *E. C.* and *M. W.* for them, their Heires, Executors, Administrators and Assignes, and every of them doe Covenant, grant, promise and agree to and with the said Sir *M. W.* his Heires, Executors, Administrators and Assignes, and to each with every of them by these presents, That the said Sir *M. W.* his Heires, Executors, Administrators and Assignes shall or lawfully may quietly have, hold, occupie, possesse and enjoy the aforesaid Manour and premises before in these presents bargained and sold, or hereafter mentioned to be bargained and sold, or take the rents and profits thereof without any accompt thereof to be given or made to the said Sir *I. M.* Sir *E. C.* and *M. W.* the Heires, Executors, Administrators or Assignes: and without the lawful let, disturbance or interruption of the said Sir *I. M.* Sir *E. C.* and *M. W.* their Executors, Administrators or Assignes; upon condition and so long as the said Sir *M. W.* his Heires, Executors, Administrators or Assignes, or any of them shall yearly and every year now hereafter following well and truly content and pay, or cause to be well and truly contented and paid unto the said Sir *I. M.* Sir *E. C.* and *M. W.* their Heires, Executors, Administrators or Assignes, or their

The usuall Covenant that the Bargainer shall enjoy the lands and take the profits, upon condition, and so long as he shall pay such a yearly summe, which is the use of the money.

Proviso, that this conveyance shall be void upon notice given in writing of tender, and payment of the principall money.

or any of their lawfull Attourney or Deputy thereunto assigned or deputed: The full summe and yearly Rent of 60l. by the year; of good and lawfull money of *England* at two severall Dayes of payment by even and equall portions, (that is to say) at, in or upon the 14. Day of *May*, and the 14 Day of *November*, or within foureene days next after either of the saith Dayes at or within the Church of the *Sauer-Temple*, *London*: situate in or near *Fleet-street*, in or near *London* within the County of *Middlesex*. Provided alwaies, nevertheless, and that it is fully Covenanted, granted, concluded, and agreed by and between the said Parties to these presents, and every of the said Parties do by these presents, Covenant, grant and agree for them, their Heires, Executors, Administrators and Assignes, and every of them respectively, That if the said Sir *W. W.* his Heires, Executors, or any of them, shall be hereafter minded and determined to pay to the said Sir *I. M.* Sir *E. C.* and *M. W.* their Heires, Executors, Administrators or Assignes, the summe of Six hundred pounds of good, &c. and of such his or their mind, intent and purpose shall in any yeare hereafter at any the Daies before mentioned and appointed for the payment of the said yearly Rent of 60l. deliver and leave a plaine and perfect notice and warning by writing under his or their, or any of their hand and seale, or hands and seales either unto the hands of the said Sir *I. M.* Sir *E. C.* or *M. W.* their Heires, Executors, Administrators, or Assignes, or any of them, or to the hands of such Person or Persons as shall be lawfully interested in the then present possession and interest of the said Manour, Lands and Tenements, and other the premises herein mentioned to be bargained and sold; and in the same writing of notice so to be left or delivered, expresse mention shall be made and contained, that be the said Sir *W. W.* his Heires, Executors, Administrators or Assignes, or some or one of them, or some other Person or Persons for him or them shall and will pay the said summe of Six hundred pounds upon the next Day of payment of the said summe or yearly Rent next ensuing after the day wherein the said writing of notice shall be delivered. And also the said Sir *W. W.* his Heires, Executors,

Administrators

Administrators or Assignes, or any of them, at such of the Dayes of payment of the said sum or yearly Rent as in and by the said writing of notice so as aforesaid to be delivered shall be mentioned, expressed and appointed for the payment of the said sum of six hundred pounds, do and shall well and truly satisfie, content and pay, or cause to be well and truly satisfied; contented and paid to the said Sir *I. M.* Sir *E. C.* and *M. W.* their Executors, Administrators or Assignes, at one whole and intire payment, as well the said sum of Six hundred pounds of, &c. and the said sum or Rent of 60 l. and *nomine pene*, or so much thereof as shall be then due, and all the arrearages of the same yearly Rent of 60 l. if any shall be then due to the said Sir *I. M.* Sir *E. C.* and *M. W.* their Heires or Assignes unpaid, that then and immediately from and after the said payments so due and truly answered and paid according to the true intent and meaning of these presents: This present grant, bargain and sale shall cease and be utterly void and of none effect; any thing in these presents contained to the contrary notwithstanding. And that the said Sir *I. M.* Sir *E. C.* and *M. W.* their Heires or Assignes from and after the payment of the said sum of 600 l. and the said yearly Rent of 60 l. and the arrearages thereof in manner and form as before is mentioned, shall stand and be seized of the said Manour of *Wenden, alias, W.* with all other the Premises before mentioned to be granted, bargained and sold, for and to the onely proper use and behoof of him the said Sir *W. W.* and of his Heires and Assignes for ever, and to no other use, uses or intents.

Covenant, That the said Sir *I. M.* Sir *E. C.* and *M. W.* and their Heirs from and after the payment of 600 l. principal money, and 60 l. yearly Rent, and the arrearages thereof, as before in these presents is mentioned, shall stand and be seized of the said Manour of *Wenden*, with all the premises before mentioned, to the onely proper use of the said Sir *W. W.* and of his Heires for ever.

¶ In Witness Whereof, the Parties, &c.

Y y

¶ A

A Deed of Covenant to lead the use of a Fine, Feoffment or Recovery, &c. with speciall Covenants therein contained.

For the consideration of
4470 l.

THIS *INDENTURE* made the, &c. Betweene Sir *J. C.* the elder, of *C.* in the County of *C.* Knight, and Sir *J. C.* the younger, Son and Heire apparent of the said Sir *J. C.* the elder; and Dame *A. C.* Wife of the said Sir *J. C.* the younger, of the one part: And *Andrew Huddleston* of *F.* in the County of *L.* Gent. of the other part. *Witnesseth*, That the said Sir *J. C.* the elder, and Sir *J. C.* the younger, and Dame *A.* his Wife, and every of them, for divers good causes and considerations them and every of them thereunto moving, and especially for and in consideration of the summe of 4470 l. of good and lawfull money of *England*, 600 l. whereof is in hand well and truly satisfied and paid by the said *A. H.* unto the said Sir *J. C.* the younger before the enfealing and delivery of these presents; of which said summe of 600 l. the said Sir *J. C.* the younger, doth acknowledge the receipt by these presents, and of the same summe of 600 l. hath and doth hereby exonerate, acquit and discharge the said *A. H.* his Heires, Executors and Assignes by these presents; and the residue of the said summe of 4470 l. amounting to the summe of 387 l. of like lawfull money of *England*, is agreed to be well and truly satisfied, contented and paid by the said *Andrew Huddleston*, his Heires, Executors, Administrators or Assignes, or some of them, unto the said Sir *J. C.* the younger, his Executors or Administrators, or some of them, in manner and forme following, (that is, to wit) in or upon the tenth day of *December*, now next and immediately following, after the day of the date of these presents, the summe of 400 l. of good and lawfull Money of *England*; and in or upon the first day of *June* next ensuing after the day of the date of these presents, the summe of 1700 l. of like lawfull money of *England*, and in or upon the first day of *November* next ensuing the day of the date of these presents, the summe of 177 l. of like good

Severall times
limited for the
payment of
part of the con-
sideration-mo-
ney.

good and lawfull money of England, residue, being the last payment of the said whole summe of 4470 l. agreed upon, as aforesaid, and all & every the said severall mentioned payments, and every of them to be had and made, as aforesaid, in manner and forme aforesaid, at or in the common receipt of the Royall Exchange, London, between the houres of ten of the Clocke in the morning, and foure of the Clock in the afternoone of every of the said severall dayes of payment thereof before mentioned, for themselves and every of them, their and every of their Heires, Executors and Administrators, and every of them, do Covenant and grant to and with the said *A. H.* his Heires, Executors Administrators and Assignes, and every of them by these presents, That they the said *Sir Jo. C.* the elder, and *Sir Jo. C.* the younger, and the said Dame *A. G.* Wife of the said *Sir Jo. C.* the younger, and Heires of the said *Sir Jo. C.* the elder, and *Sir Jo. C.* the younger, and every of them, shall and will on this side, and before the Feast-day of Saint Andrew the Apostle next ensuing after the day of these presents, at and upon the reasonable request or requests, costs and charges in the Law of the said *A. H.* his Heires, Executors, Administrators or Assignes, or any of them by Fine or Fine with Proclamations in the form of Law to be levied, Prossuement or Prossuements, Recovery or Recoveries, with Voucher or Vouchers over, or by any such good and sufficient meanes, conveyance or assurance in the Law whatsoever, as by the said *A. H.* his Heires, Executors, Administrators or Assignes, or any of them, or their or any of their Councell learned in the Law, shall be in that behalfe lawfully and reasonably devised or advised, convey and assure, or cause to be conveyed and assured unto *Humphrey D.* of *G.* in the County of *M.* Esquire, and *T. B.* of *B.* in the County of *E.* Gent. and their Heires and Assignes for ever. All that and those the Manour, Lordship and Borough of *Thamesid*, all that & those the Manours of *Hokam S. Fee*, and *Goldam S. Fee*, and the Parkes called *Lorham Parke*, situate, lying and being in the County of *Essex*, with their and every of their appurtenances, and all and singular the Messuages, Houses, Edifices, Buildings, Parkes, Gardens, Orchards, Lands,

Covenant to
levy a Fine,
suffer a Reco-
very, or make
a Prossuement,
&c. before such
a day.

Lands, Tenements, Meadows, Pastures, Woods, Under-woods, Commons, Waies, Waters, Fishings, Knights Fees, Advowsons of Churches, Chauntries, Chappels, Warrens, Courts, Courts leet, view of Francke-pledge, Liberties, Waifes, Strayes, Heriots, Rents-charge, Rents-secke, Reversions, Services, Wastes, Customs, Liberties, Franchises, Profits, Commodities, Royalties, Hereditaments and Emoluments whatsoever, with the appurtenances, to the said Manour, Lordship and Borough of *T.* and unto the said Manours of *H. S. Fee*, and *C. Fee*, and to the said Parke called *H. Parke*, and to every or any of them, or to any part or parcel thereof, or of every or any of them now belonging or in any wise appertaining, or at any time within the space of foure yeares last past, being occupied, taken, had, knowne or reputed as part, parcel or member of, or as appertaining to the said Manour, Lordship and Borough of *T.* and of and to the said Manour of *H. S. Fee*, and *C. Fee*, and the Parke called *H. Park*, and every or any of them, with their and every of their appurtenances, and all other the now Manours, Messuages, Cotages, Lands, Tenements, Rent-charge, Rents, Reversions, Services and Hereditaments whatsoever, with the appurtenances of the said Sir *Jo. C.* the elder, and Sir *Jo. C.* the younger, and Dame *Anne* his Wife, or either or any of them, situate, lying, issuing, growing, renewing or being within the Fields, Parishes, Townes or Hamlets of *T. H. C. C. &c.* and every or any of them in the said County of *Essex*; and the Reversion and Reversions, Remainder and Remainders of all and singular the said Manours, Messuages, Lands, Tenements and Premises, and every of them, and of every part thereof, with the appurtenances; And also all and singular Deeds, Evidences, Escripts, Minuments and Writings whatsoever; touching and concerning onely the said Hereditaments and Premises, or onely any part thereof: All and every which said Deeds, Evidences, Escripts, Minuments and Writings aforesaid, or such or so many of them as now are, or be in the hands, custody or possession of the said Sir *Jo. C.* the elder, and the said Sir *Jo. C.* the younger, or either of them, or of any other Person or Persons whatsoever, by their or either of their delivery, or to their or either

As also to deliver the Deeds and Writings by a day.

either of their use or uses, or which they or either of them can or may obtain, come by or get without suit of Law: And also true Copies of all such Deeds, Evidences, Escripts, Minuments and Writings whatsoever, as do touch or concern the said Manours, Messuages, Lands, Tenements and Premises, or any of them, or any part thereof, together with any other Messuages, Lands and Hereditaments, and which now are or be in the hands, custody or possession of the said Sir Jo. C. the elder, and Sir Jo. C. the younger, or either of them, or any other Person or Persons by their or either of their delivery, or to their or either of their use or uses, and which they or either of them can or may obtain, come by or get without suit in Law, as afore said; and the same Copies to be copied, had and made at and upon the proper costs and charges of the said Andrew H. his Heirs, Executors, Administrators or Assignes, or some of them: They the said Sir Jo. C. the elder, and Sir Jo. C. the younger, and either of them for themselves and either of them, their and either of their Heires, Executors and Administrators, and every of them, do Covenant and grant to and with the said Andrew Huddleston, his Heires, Executors, Administrators and Assigns, and every of them by these presents, to deliver or cause to be delivered unto the said A. H. his Heires or Assignes, or some of them on this side, and before the Feast day of Saint George, next ensuing after the day of the Date of these presents, at and upon their, or any of their request or requests thereof, whole, safe, uncanceled, and not defaced: to have and to hold the said Manours, Lordships, and Borough, Parke, Messuages, Lands, Tenements, and Hereditaments afore said, and all other the Premises afore said, and every of them, and every part thereof, with the appurtenances unto the said H. D. and Tho. E. their Heires and Assignes for ever, to and for the uses, behoofs, intents, and purposes, and under, and upon the provisos, Conditions and agreements hereafter, herein following; and to no other use, intent or purpose, That is (to wit) to the use and behoofe of the said Andrew Huddleston, his Heires and Assignes for ever; under and upon (neverthelesse the Proviso or condition and agreements herein hereafter mentioned or contained,

As also true Copies of such as concerne the Lands to be conveyed.

Habendum to
the said H. D.
and T. H. and
their Heires for
ever, to and for
the uses, in-
tents, and pur-
poses and upon
the provisos,
Conditions,
and agree-
ments hereafter
mentioned.

Covenant for
peaceable en-
joyment.

To free from
incumbrances.

contained, and to no other use, intent or purpose whatsoever.) And the said Sir *Jo. C.* the Elder, and Sir *Jo. C.* the Younger, and either of them, for themselves and either of them, their and either of their Heires, Executors, and Administrators, and every of them, do Covenant and grant, to and with the said *A. H.* his Heires, Executors, Administrators and Assignes, and every of them, by these presents, That he the said *A. H.* his Heirs and Assigns, and every of them, under, and upon, (nevertheless the Proviso or Condition, and agreements before mentioned, and hereafter in these presents contained, or specified, shall or may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, occupy and enjoy all and singular the said Manours, Messuages, Burrough, Park, Lands, Tenements and Hereditaments, and all other the premises and every of them, and every part thereof, with the appurtenances, without the let, suit, trouble, molestation, disturbance, interruption, or eviction of the said Sir *Jo. C.* the Elder, Sir *Jo. C.* the Younger, and Dame *A.* Wife of the said Sir *Jo. C.* the Younger, or any of them: And without any lawfull let, suit, trouble, molestation, disturbance, interruption, or eviction of the Heires or Assignes of the said Sir *Jo. C.* the Elder, and Sir *Jo. C.* the Younger, or either or any of them.) And further also, that the said Manours and Lordships, Burrough, Park, Messuages, Lands, Tenements, and Hereditaments, and all other the premises and every of them, and every part thereof, with the appurtenances now are and be; and so at all times for ever hereafter, shall or may remain, continue, and be unto the said *A. H.* his Heires and Assignes for ever, in manner and form aforesaid, free, clear and clearly acquitted, exonerated and discharged, or otherwise within convenient time, next after reasonable request in that behalf made, well and sufficiently saved or kept harmlesse, of, for, from and concerning all and every former and other bargains, sales, gifts, grants, leases, estates, Joyntures, Dowers, titles of Dowers, Statutes, Recognizances; judgments, executions, condemnations, and of, for, from and concerning all and every other charges, titles, troubles and incumbrances whatsoever.

ever heretofore committed, had, made, knowledged, levied, wittingly and willingly suffered or executed, or hereafter to be committed, had, made, done, knowledged, levied, wittingly or willingly suffered and executed by the said Sir *Jo. C.* the elder, and Sir *Jo. Cmtts* the younger, and Dame *A.* his Wife, or any of them, their or any of their Assignee, or Assignees, or by the Heirs or Assigns of the said Sir *Jo. C.* the elder, and Sir *Jo. C.* the younger, or of either or any of them, or by any Person or Persons whatsoever having or lawfully claiming to have any estate, right, title, interest, claim or demand whatsoever of, in or to the same, or of, in, or to any part thereof by, from, or under them, or any of them, the yearly summe or Fee-farm Rent of 57 l. 10 s. hereafter to grow or accrue due and payable for the premises, or for some part thereof unto, &c. And the Rents and Services to be from henceforth due or payable for the premises, or for any part thereof unto the chief Lord or Lords of the Fee or Fees thereof (if any such there be) and one Lease for one and twenty yeares heretofore made by the said Sir *Jo. C.* the younger, to *S.S.* whereof there are not above seventeen years to expire by effluxion of time; and whereupon the yearly rent of 17 l. 13 s. and 3 d. is reserved; and which said yearly rent, notwithstanding any act done, or to be done by the said Sir *Jo. Cmtts* the younger, or his Heires, shall from henceforth continue payable unto the said *A.H.* his Heires and Assignes under and upon (nevertheless the proviso and condition in these presents expressed;) And a Grant or Patent of the Stewardship of the Courts of the Manours of *T.H. S.C.* and the Fees aforesaid made and granted by the said Sir *Jo. C.* the younger, to the said *S. S.* for term of years not expired: And all Copies and Copy-hold estates heretofore granted of any the premises according to the custome of the said Manours, or any of them by the said Sir *Jo. C.* the younger, or his Steward for the time being, to any Person or Persons (and the proviso or condition herein, hereafter mentioned and contained, and every of them; and all and every the re-entry and re-entries hereafter to be made, or made oy reason or means of any breach or non-performance of the same proviso or condition) only excepted and

Excepting certain Fee-farm rents and estates made.

For further
assurance.

and foreprized.) And further also, that they the said Sir *Io. C.* the elder, Sir *Io. C.* the younger, and Dame *A.* Wife of the said Sir *Io. C.* the younger, and every of them, and the Heires of the said Sir *Io. C.* the elder, and Sir *Io. C.* the younger, and every of them, Sir *D. D.* Knight, and Dame *M. D.* his Wife, Sir *Tho. C.* Knight, and Dame *D. C.* his Wife, and the Heires of the said Dame *D.* and every of them, shall and will from time to time, and at all times, during and within the space of 3 Years now next ensuing, at and upon the reasonable request or requests, and Charges in the Law of the said *A. H.* his Heirs, Executors, Administrators or Assignes, or any of them, do, make, knowledge, levie, suffer, and execute, and cause to be done, made, knowledged, levied, suffered, and executed all and every such further, and other lawful act and acts, thing and things, devise and devises; Conveyance and assurances in the Law whatsoever, for the further, better, and more assured surety, sure making, conveying and assuring of all and every the said Manours, Lordships, Burrough, Messuages, Lands, Tenements and Hereditaments, and all other the premises aforesaid, and every of them, and every part thereof, with the appurtenances unto the said *H. D.* and *Tho. E.* their Heires and Assignes for ever, in manner and form aforesaid, by, under, and according to the proviso and condition hereafter expressed, till all the payments in these presents limited, are paid and performed: And after the performance thereof, absolutely and without condition, according to the tenour and true intent and meaning of these presents; As by the said *A. H.* his Heirs, Executors, Administrators, or Assignes, or any of them, or by their or any of their Council learned in the Law, shall be in that behalf lawfully and reasonably devised, or advised, be they by Fine or Fines, with proclamations in due form of Law to be levied, Feoffment or Feoffements, Recovery or Recoveries, with Voucher or Vouchers over, deed or deeds, inrolled or not inrolled, Release with warranty, as for and concerning the said Sir *Io. C.* the Father, and Sir *Io. C.* the Son, for them and their Heirs, against the said Sir *Io. C.* the elder, and Sir *Io. C.* the younger, and Dame *A.* his Wife, and the said Sir *D. D.* and Dame *M. D.* his Wife, Sir *Tho. C.* and
Dame

Dame *D.* his Wife, and the Heires of the said Sir *J. C.* the Elder, and Sir *J. C.* the Younger, Sir *D. D.* and Dame *Mary D.* his Wife, Sir *Tho. C.* and Dame *D.* his Wife, and every or any of them, and as for and concerning the said *Dud. D.* and Dame *M.* his Wife, against them and the Heires of the said *M.* and of and concerning the said Sir *T. C.* and Dame *D.* his Wife, against them and the Heires of the said *D.* or otherwaies without warranty at the election and choice of the said *A. H.* his Heires, Executors, or Assignes, or any of them, Confirmation by all, or any of the said waies or means, or by any lawful waies or means of assurance whatsoever, with such warranty onely as aforesaid, or otherwaies without warranty at such the election and choice as aforesaid: and for the doing, making, knowledging and levying, suffering or executing whereof they the said Sir *J. C.* the Elder, and Sir *J. C.* the Younger, their or either of their Heires, or any of them, shall not be enforced to travell above the distance of ten miles from such place or places where they or any of them then respectively shall be abiding or dwelling, nor the said other Person and Persons so agreed to make any further assurance from his and their severall and respective place of his and their usual abode, or at the time or times of such request or requests so to be made, as aforesaid. Provided neverthelesse and upon condition, That if the said *A. H.* his Heires, Executors, Administrators or Assignes, or some or one of them shall not, and do not well and truly satisfie and pay, or cause to be paid unto the said Sir *J. C.* the Younger, his Executors, Administrators or Assignes, or some or one of them the said full sum of 387 l. of good and lawful Money of *England*, being the rest and residue of the said mentioned summe of 4470 l. before specified, at, in, or upon the severall dayes of payment hereafter herein in that behalf specified, and in manner and form following, according to the tenour and true intent and meaning of these presents, That is (to wit) the sum of 400 l. of good and lawful money of *England*, in and upon the tenth day of *December*, next following after the Day of the Date of these presents: and the summe of 1700 l. in or upon the first day of *June*

Condition
that if the
several sums be
not paid at
the times ap-
pointed, the
uses and in-
tended assu-
rances to be
void.

next also following after the Day of the Date of these presents: and the sum of 1770 l. residue in and upon the first day of *November*, which shall be in the Year of our Lord God, &c. And all and every the said several payments of the said sum of 3870 l. and every of them to be respectively had and made in and upon all and every the said several Dayes of payment thereof before specified, at or in the common receipt of the *Royal Exchange, London*, between the houres of ten of the clock in the morning, and four of the clock in the afternoon of every of the said several Dayes of payment thereof before specified, That then and immediately from thenceforth as well the use, estate and interest of the said *A.H.* and his Heirs and Assignes, and every of them, of, or in the said Manours, Lordships, Burrough, Park, Messuages, Lands, Tenements, Hereditaments and Premises, and every or any of them by force and means of the said Covenanted or intended conveyances, and assurances, and of these presents, and every or any of them shall absolutely cease, end and be merely and utterly frustrate and void, as also that the said Covenanted or intended conveyances or assurances, and every of them, so, or in any manner to be had, made, knowledged, levied or executed by the said *Sir I.C.* the Father, *Sir I.C.* the Son, and *Dame A.* his Wife, *Sir D.D.* and *Dame M.* his Wife, *Sir T.C.* and *Dame D.* his Wife, or any of them, their, or any of their Heirs or or in the said Manours, Lordships, Burrough, Messuages, Lands, Tenements and Hereditaments, and other the premises with the appurtenances, and every or any of them, or of any part thereof, shall be, and so for ever hereafter shall be adjudged, construed and taken to be to and for the onely use and behoof of the said *Sir I.C.* the younger, his Heirs and Assignes for ever, and to none other use, intents or purposes whatsoever: And furthermore, that all and every other Person and Persons, and his and their Heites, and every of them to whom any of the said Covenanted or intended Conveyances or Assurances, or any of them shall be so had or made as aforesaid by force thereof, and of these presents shall stand and be seized of, and in all and singular the said Manours, Lordships, Burrough, Messuages, Lands, Tenements and Hereditaments, and every of them,

And to be to
other uses.

And the Parties to stand
seized to those
uses.

them, and of every part thereof, with the appurtenances to the only sole and proper use and behoof of the said Sir *I. C.* the Younger, and the Heires of the said Sir *I. C.* the younger for ever, and to none other use, intent or purpose whatsoever: And also, that then and from thenceforth, it shall and may be lawful to and for the said Sir *I. C.* the younger, and Dame *A.* his Wife, and the Heires of the said Sir *I. C.* the younger, and every of them into all and singular the said Manours, Lands, Tenements and Premises, and every of them to re-enter, and the same and every part thereof to retain, repossesse, and have again as in his and their former Estate: Any thing in these presents contained, or otherwise to the contrary thereof in any wise notwithstanding: And the said Sir *I. C.* the Younger is contented and agreed, and for himself, his Heires, Executors and Administrators, and every of them, doth Covenant and Grant to and with the said *A. H.* his Heirs, Executors and Administrators, and every of them by these presents, not only upon every payment of every several sum, parcel of the said 3870 l. to seal and deliver a particular acquittance unto the said *Andrew Huddleston*, his Executors or Assignes, acknowledging there by the receipt of such sums, so then well and truly paid according to the agreement thereof: But also they the said Sir *I. C.* the Elder, and Sir *I. C.* the Younger for themselves, their Heires, Executors, and Assignes, do Covenant and Grant to and with the said *A. H.* his Heirs and Assignes, that if the said *A. H.* his Heirs Executors or Administrators, or any of them shall and do well and truly satisfie and pay, or cause to be satisfied and paid unto the said Sir *I. C.* the Younger, his Executors or Administrators, or any of them the said summe of 3870 l. residue of good and lawful Money of *England* at the said several dayes and times, and in manner and form as in that behalf, is formerly in or by the proviso or condition aforesaid mentioned or specified, and according to the tenour and true intent and meaning thereof, and of these presents, That then, and at all times from thenceforth as well the said Sir *I. C.* the Elder, and Sir *I. C.* the Younger, and either of them, their and either of their Heirs, Executors, Administrators and Assignes, and every of them

Covenant not
onely to give
particular ac-
quittances of
the Moneys
received.

But to make
such Releases
or other dis-
charges of the
grosse summe,
and Condi-
tion, &c. and
such other fur-
ther assurance
as shall be ad-
vised by Coun-
sel.

shall and will, at and upon the reasonable request or requests, costs and charges in the Law of the said *Andrew Huddleston*, his Heirs or Assignes, do, make, and execute, and cause to be done, made, and executed unto the said *A. H.* his Heirs, Executors, Administrators and Assignes, or any of them: All and every such release and releases, acquittances or other discharges of and concerning the said 3870 l. above mentioned: And of and for the said Conditional proviso, Limitation, Clause of Re-entry, or limitation of use or uses unto the said Sir *Jo. C.* the Younger, his Heirs or Assigns formerly in, or by these presents comprized or contained. As also that the said Sir *Jo. C.* the Elder, Sir *Jo. C.* the younger, and the Heirs of the said Sir *Jo. C.* the elder, and Sir *Jo. C.* the younger, and every of them, shall and will at all times thenceforth, at and upon the like request, cost and charges in the Law of the said *A. H.* his Heires or Assignes, or any of them do, make, and execute, or cause to be done, made and executed unto the said *A. H.* his Heirs and Assignes for ever, all and every such further and other act and acts, conveyances and assurances in the Law whatsoever, for the further, better, more absolute and assured surety, sure making, conveying and assuring of the said Mannours and Lordships, Burrough, Park, Messuages, Lands, Tenements, Hereditaments and premises, and every of them, and every part thereof, with the appurtenances, and of all and every their, and every of their Title, Interest, claim and demand whatsoever of, or in to the same, or any part thereof unto the said *A. H.* his Heirs and Assigns for ever, absolutely and without any condition or limitation, whatsoever: As by the said *Andrew H.* his Heires and Assignes, or any of them, or by his and their Counsel learned in the Law, shall be in that behalf lawfully and reasonably devised or advised. (So as the said parties to the said assurance be not enforced to travel other then is afore expressed respectively :) And so as the same do not extend to any further warranty then onely against the said Sir *Lo. C.* the elder, and *A.* his Wife, Sir *D. D.* and Dame *M. D.* his Wife, Sir *Tho. C.* and Dame *D.* his Wife, and their or some of their Heires; and all persons lawfully claiming in, by, from or under them, or any of them, or in, by, from or under

under their or any of their Titles: And the said *Andrew H.* for himself, his Heirs, Executors and Administrators, and every of them, doth Covenant and Grant to and with the said Sir *Jo. C.* the elder, and Sir *Jo. C.* the younger, and either of them, their and either of their Heirs, Executors and Administrators by these presents; That if any default shall happen to be made by the said *Andr. H.* his Heires, Executors or Administrators, of or in the payment of the said sum of 3870 l. or any part thereof at any the dayes and times in that behalf limited, mentioned or appointed, in or by the Proviso or Condition, before in these presents contained, contrary to the Tenour and true intent and meaning thereof, and of these presents, That then, and at all times thenceforth, he the said *A.H.* his Heires, Executors, Administrators and Assigns, or some of them shall and will, at and upon the reasonable request or requests of the said Sir *Jo. C.* the younger, his Heires or Assigns, or any of them re-deliver, or cause to be re-delivered unto the said Sir *Jo. C.* the younger, his Heires, Executors, Administrators or Assigns, or to some of them: All and every such the Deeds, Evidences, Minuments and Writings whatsoever touching or concerning the said Manours, Messuages, Lands, Tenements, Hereditaments and Premises, or any of them as shall be by the said Sir *Jo. C.* the elder, and Sir *Jo. C.* the younger, or either of them, delivered to the said *A.H.* his Heires or Assigns, or any of them, as aforesaid, whole, safe, uncanceled and not defaced; and in such manner, case and plight, as the same shall be delivered by or from the said Sir *Jo. C.* the elder, and Sir *Jo. C.* the younger, or either of them, their or either of their Heirs, Executors, Administrators or Assigns unto the said *A. H.* his Heires, Executors or Administrators, or any of them: And that the said *A.H.* his Heirs and Assigns shall and will after such default, at and upon the Request, Costs and Charges in the Law of the said Sir *Jo. C.* the younger, his Heirs or Assigns do, make, and execute such acts & acts, assurance and assurances for the re-assuring and conveying, surety and sure making of all and singular the premises to the said Sir *Jo. C.* the younger, his Heirs and Assigns to the sole and onely use and behoof of the said Sir *Jo. C.* the younger, his

Covenant that if there shall be default in payment, to re-deliver the Evidences.

As also to re-assure the Land as shall be advised.

Covenant by
the Vendee to
pay a Fee-
Farm Rent of,
&c. payable
to, &c.

And in default
of payment, 1
then the Ven-
dee within 3
Months after
notice, shall
pay the Arrear-
ages, and in
default there-
of, upon like
notice and re-
quest shall sa-
tisfie the Da-
mages sustain-
ed by the Ven-
dee for non-
payment.

his Heirs and Assignes, as by the said Sir *Io. C.* his Heires or Assignes, shall be reasonably devised or advised. So as the said *A. H.* his Heirs nor Assignes be not compelled to travel from the place of their abode at the time of such request made for the doing and executing of the same: And so as the same include no other or further warranty then against the said *A.* his Heires and Assignes. And *A. H.* for himself, his Heires, Executors and Administrators doth Covenant and Grant to and with the said Sir *Io. Cutts*, his Heires, Executors, Administrators and Assignes, and every of them, That he the said *A. H.* his Heires or Assignes, or some of them, shall and will at all times, and from time to time for ever hereafter pay and satisfie to, &c. the said Fee-Farm Rent, of 57*l.* 10*s.* before mentioned, hereafter to grow due and payable at the times therefore usual: And all Quit-rents and Out-rents issuing out of all or any the premises, or due or payable for or in regard, or by reason of the premises to, &c. as the same shall hereafter grow, or become due and payable; And in case of non-payment of all or any the same arrearages on any of the said usual daies of payment, then and from thenceforth, respectively upon reasonable notice and request, of such arrearages to be made or given to the said *A. & H.* his Heires or Assignes, by or from the said Sir *Io. Cutts* the younger, his Heires or Assignes, The said *A. H.* his Heirs or Assignes, or some of them respectively within three Months next ensuing such notice and request, shall well and truly from time to time, pay all and every the same arrearages: And in default thereof, then and from thenceforth respectively, well and truly upon like request, shall and will well and truly from time to time recompence and satisfie to the said Sir *Io. C.* his Heires and Assignes, all such damages and losses as they or any of them shall in any wise sustain, by or by reason or occasion of the non-payment of the said Fee-Farm Rent, or any of them, as aforesaid.

¶ In witness, &c.

¶ COVENANTS

*g Covenants for a Fine and recovery to cut off an
Intaile.*

THIS *INDENTURE* made, &c. Between *E. B.* of *S.* in the County of *B.* Esquire, *E.* his Wife, and *I. T.* of *M.* in the County of *N.* Yeoman, on the first part: *I. T.* of *M.* in the County of *N.* Yeoman, on the second part: and *E. W.* of *A.* aforesaid, Yeoman, on the third part: *Whereas the said *E. B.* at the enfealing and delivery of these presents, is and standeth seized of an Estate-taile to him and the Heires males of his body, with diverse remainders over, of and in the said Manour, Lands, Tenements and Hereditaments hereafter in these presents mentioned. †Now witnesseth this Indenture, that for and in Consideration of the barring of the Estate-taile and all the remainders thereupon depending: And for the settling of an absolute estate of Inheritance in Fee-simple in the said *E. B.* whereby he may be enabled to make a good and perfect assurance to such person and persons and their Heires as have agreed, or hereafter shall agree with him the said *E. B.* to purchase the said Manour, Lands, Tenements and Hereditaments, or any part or parcell of them. It is mutually and respectively concluded, and fully agreed upon by and between all and every the said parties to these presents: *And the said *E. B.* doth covenant and agree, That he the said *E. B.* and *E.* his Wife shall and will on this side and before Easter Terme now next ensuing, Levy one fine, *Sur connaissance de droit, come ceo que, il a de leur done,* before the Justices of the Court of Common Pleas at *Westminster*, with Proclamations thereupon to be pursued, according to the usuall course in such cases used and accustomed, to the said *I. T.* and his Heires of all his Manour and Manours in

**E. B.* standeth seized at the enfealing of these presents of an estate-taile to him and his Heires males of his body, with diverse remainders over, &c.
†For and in consideration of the said estate-taile, and for the settling of an absolute estate of Inheritance in Fee-simple in the said *E. B.* to the intent he may be enabled to make a perfect assurance to any person that shall purchase the said Manour, Lands and Hereditaments, &c.

**E. B.* Covenants to leave a Fine before

Easter Terme next ensuing, *sur Connaissance de droit, &c.* in the Court of Common Pleas in *Westminster*, with Proclamations, &c. to the said *I. T.* and his Heires of all his Manour and Manours in the County of *B.* and of all other the Inheritance of the said *E. B.* in *S.* aforesaid, or elsewhere in the Parish of *B.* and County of *B.* with diverse Messuages, and other the premises with 26 s. 8 d. rent, with the Appurtenances in *S.* and *E.* aforesaid.

S.

*By which said Fine to be levied by the said *E. B.* and *E.* his Wife before Easter-term aforesaid, is to be, and shall be to the use of the said *I. T.* and of his Heires and Assignes to the intent the said *I. T.* shall stand and be adjudged a perfect Tenant of the said Manour, Lands, &c. untill a perfect recovery may be had and executed.

† *I. T.* Covenanteth and agreeeth that he will before the end of Trinity Terme next permit and suffer the said *E. B.* to prosecute one Writ of Entry, *Sur disseisin*, &c. against the said *I. T.* whereby the said *E. B.* shall demand against the said *I. T.* the said Manour, Lands, &c. unto which Writ the said *I. T.* shall appear in person and vouch to warranty the said *E. B.* whereby a perfect Judgment may be given and had for the said *E. B.* against the said *I. T.* for the recovery of the said Manour, Lands, &c. and the said *I. T.* to recover in value against the said *E. B.* so that a good and perfect recovery may be had with double voucher accordingly, and after the manner and course of Common recoveries in such case used

S. in the said County of *B.* and of all other the Messuages Lands, Tenements, and Hereditaments whatsoever, which are or are reputed to be any part or parcell of the inheritance or possession of the said *E. B.* in *S.* aforesaid or elsewhere, in the parish of *B.* in the County of *B.* by the name or names of the Manour of *S.* and of nine Messuages, four Cottages, one water-mill, one Dovehouse, thirteen Gardens, nine Orchards, four hundred Acres of Land, forty Acres of Meadow, one hundred and threescore Acres of Pasture, and twenty six shillings eight pence rent, with the appurtenance in *S.* and *B.* aforesaid, or by such other name or names, or by such other content of number of Acres, or in such other manner and forme as to the said *E. B.* his Heires or Assignes shall seem fit and convenient. *Which said Fine, and all and every other Fine and Fines heretofore levied, or hereafter on this side, and before the end of Easter Terme aforesaid, to be levied by the said *E. B.* and *E.* his Wife unto the said *I. T.* is agreed by all and every the said parties to these presents to be, and shall be to the use of the said *I. T.* and of his Heires and Assignes: To the onely intent and purpose that he the said *I. T.* shall stand, and be, and shall be adjudged a perfect Tenant of the said Manour, Lands, Tenements and Hereditaments, whereof the said Fine is agreed to be levied as aforesaid, untill a perfect recovery shall and may lawfully be had and executed of the said Manour, Messuages, Lands, Tenements and Hereditaments aforesaid against the said *I. T.* † And it is further concluded and agreed, and the said *I. T.* doth Covenant and agree, that he shall and will before the end of Trinity Terme now next also ensuing, permit and suffer the said *E. B.* to commence and prosecute one Writ of Entry *Sur disseisin in le post*, retournable before the Justices of

the Court of Common-Pleas at *Westminster*, aforesaid, against the said *J. T.* whereby the said *E. B.* shall demand against *J. T.* the said Manour, Lands, Tenements and Hereditaments by such name and names, number and content of Acres as by the Councell learned in the Law of the said *E. B.* shall be devised or advised: unto which Writ of Entry so to be brought, the said *J. T.* shall appear in proper Person, and shall vouch and tall to warrantie the said *E. B.* who shall appear and vouch to warrantie the common Vouchee, who shall appear, imparle, and after make default whereby a perfect Judgement may be had and given for the said *E. B.* against the said *J. T.* for the Recovery of the said Manour, Lands, Tenements and Hereditaments, whereof such Writ of Entry shall be brought and prosecuted, as aforesaid. And for the said *J. T.* to recover in value against the said *E. B.* So as a good and perfect Recovery may be had with double Voucher accordingly, and after the manner and course of common Recoveries in such or the like case used and accustomed. And it is fully and absolutely concluded, condescended, and agreed by and between all and every the said Parties, to these presents, for them, and every of them, their and every of their Heires, That immediately from and after the perfecting of the said Recovery, as well the said Fine and Recovery so Covenanted to be levied and suffered, as aforesaid, as also all and every other Fine and Fines, Recovery and Recoveries whatsoever heretofore levied or suffered, or hereafter on this side and before the end of the said Terme of holy *Trinity* now next ensuing to be levied or suffered of the said Manour, Lands, Tenements and Hereditaments, or of any of them by, or between all or any of the said Parties to these presents, shall be and enure, and shall be adjudged, construed, esteemed and taken to be and enure to the sole and onely use and behoof of the said *E. B.* and *J. C.* and of the Heires and Assignes of the said *E. B.* for ever.

And it is agreed between the said Parties that immediately after the perfecting of the said Recovery and Fine covenanted to be levied, as aforesaid, of the Manours, Lands, and Hereditaments shall be and enure, and taken to be and enure to the sole and onely use and behoof of the said *E. B.* and *J. C.* and of the Heires and Assignes of the said *E. B.* for ever.

¶ In witness whereof to each part of these presents, every of the said Parties have set to their hands and seals the Day and Yeares first above written.

Aaaa

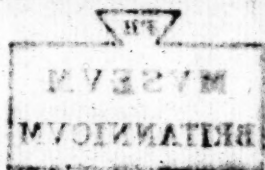
¶ 1

¶ *A Letter of Attorney to make Livery, and a Covenant to stand seized to the Uses, in default of Livery, and due execution of the Feoffment.*

ANd the said *Robert O.* for the better executing of this present Deed of Feoffment doth by these presents constitute, ordain and make, and in his place put his welbeloved Friends *C. M.* and *C. A.* his true and lawful Attorney jointly and severally for him and in his name, to enter into the Manour of *R.* and the moyety of the Manour of *T.* and into all other the Messuages, Lands, Tenements and Hereditaments in *R. T. H.* and *G.* and other the premises with their appurtenances before, in, and by these present Indentures mentioned, or into any part thereof in the name of all, and thereof, or of any part thereof in the name of all, for him and in his name to deliver quiet and peaceable possession, and to make livery and seizin unto the said *W. P.* and *T. J.* or either of them, their or either of their Attourney or Attourneys in that behalf authorized according to the true meaning of these presents: Giving unto his said Attourneys jointly, or unto either of them severally, full power and authority to do all and every such act and acts for the execution of livery and seizin, according to the purport of these presents, as he himself might do if he were there personally present. And the said *Robert O.* doth further for him, his Heires, Executors, Administrators and Assignes, and every of them, Covenant, promise and grant to and with the said *Thomas J.* his Heires, Executors and Assignes, and every of them by these presents, That if it shall happen the said Deed of Feoffment not to be lawfully executed with livery and seizin, according to the due form of Law; or to be imperfectly executed for any default or want of livery and seizin or attournment, before the Feast of the Purification of the blessed Virgin next ensuing the Date of these presents: whereby the uses before appointed, shall not be raised upon this Feoffment as they are

Covenant, to stand seized to the same Uses in the Deed of Feoffment limited, in default of livery, or due execution thereof.

are meant, That then, from and after the said Feast of the Purification of the blessed Virgin next ensuing the Date of these presents, he the said *Robert O.* his Heires and Assigns for the considerations aforesaid, shall stand and be seized of the said Manour of *R.* and of the moyety of the said Manour of *T.* and of all other the Messuages, Lands, Tenements and Hereditaments in *R.Y. H. and G.* aforesaid, to the uses, limitations and purposes before in these presents expressed and declared in such manner and form as the same are meant to be raised upon the execution of this Deed of Feoffment.



The End.
